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COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

AND



SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790

EFFECTIVE

JULY 1, 2002 THROUGH JUNE 30, 2005

# **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

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RALPH RICHARDSON, CHIEF NEGOTIATOR

UNIT A --- AIDES PARAPROFESSIONAL UNIT  
UNIT B --- OPERATIONS SUPPORT SERVICES UNIT  
UNIT C --- OFFICE TECHNICAL UNIT



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## **APPENDIX A**

- Rules and Regulations of the Salary Schedule
- Salary Schedule for Classified Non-Management Personnel

## **ATTACHMENTS**

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Attachment B	Tentative Agreement Regarding 194-Day Rule and Education Code Section 45103
Attachment C	Tentative Agreement Regarding 7-Hour Guarantee
Attachment D	Tentative Agreement Regarding AB 1974 and PERS
Attachment E	LOA for 9, 10, and 11 Month Non Single Track Employee Paychecks
Attachment F	MOU for Summer and Intercession Pay for 9, 10, and 11 Month Employees

## **ARTICLE 1--UNION CERTIFICATION AND RECOGNITION**

### **1 Union Certification**

1.1 The California Public Employment Relations Board has certified the Service Employees International Union, Local 790, AFL-CIO as the sole and exclusive bargaining representative for the classified employees in the following bargaining units:

1.1.1 The Operations-Support Services Unit

1.1.2 The Office-Technical Unit

1.1.3 The Aides-Paraprofessional Unit

### **1.2. Union Recognition**

1.2.1 Therefore, the District recognizes the Service Employees International Union, Local 790, AFL-CIO as the sole and exclusive bargaining representative for the three bargaining units listed in Sections 1.1.1, 1.1.2, and 1.1.3 above.

### **1.3 Bargaining Units**

Each of the bargaining units in 1.1.1, 1.1.2, and 1.1.3 above include the job classifications listed below.

#### **Aides-Paraprofessional Unit**

The Aides-Paraprofessional Unit includes the following job classes:

Behavioral Management Technician, Special Ed Department

Campus Monitor

Career Information Technician

Case Manager, Targeted Truancy and Public Safety Program

Child Guidance Assistant

Community of Caring and Prevention/Intervention Program Assistant

Family Advocate

Health Aide I, Special Education

Health Aide II, Special Education

In-House Suspension/Staff Assistant

Instructional Aide; Instructional Assistant I; Instructional Assistant II; Teacher Associate; Teacher Candidate

Instructional Aide (CH/D/HH); Instructional Assistant I (CH/D/HH); Instructional Assistant II (CH/D/HH); Teacher Associate (CH/D/HH); Teacher Candidate (CH/D/HH)

Instructional Aide, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH); Instructional Assistant I, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH); Teacher Associate, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH); Teacher Candidate, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH);

Instructional Aide/Computer Lab Assistant Instructional Assistant I/Computer Lab Assistant; Instructional Assistant II/Computer

Interpreter for the Deaf I

Interpreter for the Deaf II

Interpreter for the Deaf III

Job Developer, Employment Service

Media Technician

Programmed Tutoring Assistant

School Community Liaison I

School Community Liaison II

School Community Liaison III

School Community Liaison IV

Student Outreach Worker

Teacher Assistant, Bilingual I/Computer Lab Assistant

Teacher Assistant, Bilingual II/Computer Lab Assistant

Teacher Assistant, (Bilingual) I, Cambodian

Teacher Assistant (Bilingual) I, Cantonese

Teacher Assistant (Bilingual) I, Hindustani  
Teacher Assistant (Bilingual) I, Hmong  
Teacher Assistant (Bilingual) I, Japanese  
Teacher Assistant (Bilingual) I, Korean  
Teacher Assistant (Bilingual) I, Laotian  
Teacher Assistant (Bilingual) I, Mien  
Teacher Assistant, Bilingual I, Russian  
Teacher Assistant (Bilingual) I, Spanish  
Teacher Assistant (Bilingual) I, Vietnamese  
Teacher Assistant (Bilingual) II, Cambodian  
Teacher Assistant (Bilingual) II, Cantonese  
Teacher Assistant (Bilingual) II, Hindustani  
Teacher Assistant (Bilingual) II, Hmong  
Teacher Assistant (Bilingual) II, Japanese  
Teacher Assistant (Bilingual) II, Korean  
Teacher Assistant (Bilingual) II, Laotian  
Teacher Assistant (Bilingual) II, Mien  
Teacher Assistant, Bilingual II, Russian  
Teacher Assistant (Bilingual) II, Spanish  
Teacher Assistant (Bilingual) II, Vietnamese  
Teacher Associate (Bilingual)  
Teacher Associate Bilingual/Computer Lab Assistant  
Teacher Candidate/Computer Lab Assistant  
Technician I, Instructional Media  
Technician II, Instructional Media

Vocational Education Technician

Walking Attendant

Youth Employment Services Technician

The Aides Paraprofessional Unit excludes the following job classes:

Employees in the above classifications who are serving in a short-term substitute or short-term temporary capacity are excluded from the bargaining unit.

All management, supervisorial, confidential employees and noon-duty assistants.

1.3.4 Operations-Support Services Unit

The Operations-Support Services Unit includes the following job classes:

Air Conditioning and Refrigeration Installation and Repairperson/Plumber

Asbestos Repair Worker

Asbestos Repair Worker, 2nd Shift

Asbestos Repair Worker/Trainee

Asbestos Repair Worker/Trainee, 2nd Shift

Assistant Plumber Foreperson

Automotive Service Attendant

Backflow Prevention/Water Treatment Technician

Bus Attendant

Bus Driver

Bus Vehicle Mechanic

Carpenter

Carpenter, Assistant Foreperson

Construction Inspector

Custodian  
Delivery worker  
Electrician  
Electrician Assistant Foreperson  
Electronics Technician  
Electronics Technician, Assistant Foreperson  
Engineer  
Facilities Project Technician  
Floor Maintenance Worker  
Floor, Tile and Shade Repairperson  
Food Service Assistant I  
Food Service Assistant II  
Food Service Assistant III, Cook/Baker  
Food Service Assistant III, Transport  
Glazier  
Grounds Equipment Repairperson - lawnmower shop  
Laborer  
Laborer, Assistant Foreperson  
Laborer-Gardener  
Laborer-Gardener, Assistant Foreperson  
Laborer-Gardener/High School  
Lead Construction Inspector  
Lead Floor Maintenance Worker  
Locksmith/Hardware Repair Technician  
Maintenance Engineer Specialist

Night Watchperson  
Painter, Brush  
Painter, Sign  
Painter, Spray  
Pest Control Technician  
Plumber  
Power Equipment Machinist  
Roofer  
School Bus Driver Instructor  
Sprinkler Fitter/Plumber Assistant  
Swimming Pool Custodian  
Toolroom Attendant  
Transportation Lead Mechanic  
Transportation Scheduler/Dispatcher  
Utility Worker  
Utility Worker/Central Operations  
Warehouse Worker  
Watchperson, Weekends and Holidays  
Welder

The Operations Support Services Unit excludes the following job classes:

Employees in the above classifications who are serving in a short-term substitute or short-term temporary capacity are excluded from the bargaining unit.

All management, supervisorial and confidential employees.

1.3.5

Office-Technical Unit

The Office-Technical Unit includes the following job classes:

Account Clerk I

Account Clerk II

Accounting Technician

Administrative Secretary I

Administrative Secretary II

Adult Education Program Technician

Applications Specialist I

Applications Specialist II

Applications Specialist III

Associate, Systems Analyst/Programmer II

Attendance Technician I

Attendance Technician II

Braille Transcriber

Business Operations Specialist

Buyer I

Buyer II

Child Development Programs Accounting

Child Development Programs Technician

Clerical Technician - Independent Study Program

Clerk I

Clerk II

Clerk III



Clerk, Children's Center  
Cluster Program Technician  
Computer and Network Operations Specialist  
Controller/Bookkeeper, Adult Education  
Controller, High School  
Curriculum/Staff Developer Technician  
Data Entry Technician  
Employee Assistance Liaison  
Employee Benefits Technician  
Employee Benefits Specialist I  
Employee Benefits Specialist II  
Federal and State Programs Technician  
Fiscal Services Technician I  
Fiscal Services Technician II  
Fund Specialist  
Help Desk Technician I  
Help Desk Technician II  
Help Desk Technician III  
Lead Accounts Payable Technician  
Lead Payroll Technician  
Library Media Technical Assistant  
Magnet Enrollment Technician  
Magnet Program Technician  
Maintenance and Operations Clerk  
Management Information Technician

Network Specialist I  
Network Specialist II  
Network Specialist III  
Occupational Therapist  
Office Technician I  
Office Technician II  
Office Technician III  
Personnel Technician I  
Personnel Technician II  
Pupil Personnel Records Technician  
Registrar  
Reproduction Leadworker  
Reproduction Operations Assistant  
Reproduction Technician I  
Reproduction Technician II  
Research Technician I  
Research Technician II  
Safety Technician  
School Bookkeeper  
School Office Manager I  
School Office Manager II  
School Office Manager III  
Statistical Clerk  
Systems Programmer II  
Systems Programmer II, Categorical Programs

Telephone Operations Specialist I

Telephone Operations Specialist II

Warehouse Records Clerk

Workers' Compensation Technician

The Office Technical Unit excludes the following job classes:

Employees in the above classifications who are serving in a short-term substitute or short-term temporary capacity are excluded from the bargaining unit.

All management, supervisorial and confidential employees.

**1.4 Negotiations Only with Union**

1.4.1 The District agrees not to meet and negotiate with any classified employee organization other than the Service Employees International Union, Local 790 for the duration of this Agreement. Furthermore, the District agrees not to negotiate with any classified employee individually during the duration of the Agreement on matters within the scope of negotiations as specified in the Educational Employment Relations Act (EERA) (Government Code §§ 34540 et seq.

**1.5 Board Recognition**

1.5.1 The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.

**1.6 Union Representation of Bargaining Unit Employees**

1.6.1 The Union agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than classified employees in one (1) of the bargaining units.

**1.7 New Job Classifications**

1.7.1 The District agrees to notify the Union of the need for any new job classifications created in the District. The District further agrees to meet and negotiate in a timely manner with the Union regarding the appropriate salary rate and the bargaining unit designation to which the job class will be assigned.

1.7.2 When a new regular job classification is created, the District will

establish the temporary rate of pay. The permanent rate of pay, when agreed upon by the District and the Union and ratified by the Board of Education, shall be effective retroactively to the date of assignment.

**1.8 Substitute and Temporary Employees**

1.8.1 As provided in Education Code § 45103, substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of the school year shall not be part of classified service.

1.8.2 ASeventy-five percent (75%) of the school year means one hundred ninety-five (195) working days, including holidays, sick leave, vacation and other leaves of absence, irrespective of the number of hours worked.

1.8.3 Any substitute or short-term employee who works seventy-five percent (75%) or more of a school year shall become part of the classified service according to the provisions of the Side Letter of Agreement attached and incorporated by reference herein as part of this Agreement (see Attachment B).

## **ARTICLE 2--DEFINITION OF TERMS**

- 2.1            "The Rodda Act" or "The Act" or SB 160 means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.
- 2.2            "Regular Employee" means an employee who has probationary or permanent status.
- 2.3            "Probationary Employee" means an employee who has been appointed to a regular position by the Board of Education and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties.
- 2.4            "Permanent Employee" means an employee who has completed a probationary period in a regular position in the classified service, and who is employed for an unlimited period of time, subject to District policies.
- 2.5            "Long-Term Temporary Employee" means any person who is employed to perform a service for the District for a limited term of employment of not less than six (6) months nor more than 194 days, including legal holidays, Board-granted holidays, and earned vacation, and whose service is not anticipated to continue beyond this time.
- 2.6            "Short-Term Temporary Employee" means any person who is employed to perform a service for the District for a period of less than six (6) months, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- 2.7            "Short-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of less than six (6) months.
- 2.8            "Long-Term Substitute" means a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of not less than six (6) months nor more than 194 days, including holidays, Board-granted holidays, and earned vacation.

- 2.9        "Limited-Term Assignment (LTA)" means a permanent employee who accepts a position of limited duration or replaces another employee on leave of absence. If the LTA is for six (6) months or more, the employee and the District supervisor(s) or designee(s) involved in the LTA, shall mutually determine before the end of six (6) months whether the LTA is to be extended. An LTA shall not exceed ten (10) months.

If the LTA is for less than six (6) months, or, if the LTA has been extended as provided for above, upon expiration of the LTA, the employee shall be entitled to return to the site or administrative unit, classification, and hours to which they were employed immediately prior to the LTA, unless the position is no longer available due to layoff.

In the event of layoff, the employee will be noticed subject to the layoff procedures in Article 20. Any increase in pay or in the District's contribution to an employee's health benefits as a result of serving on an LTA, will cease upon the employee's return to his/her regular assignment. Extensions shall not result in permanency or in accumulated seniority in the LTA classification. Section 9.15.3 of this agreement shall not apply to any time served on an LTA.

- 2.10        "A Full-Time Employee" means a member of the unit who is assigned to work eight (8) hours per day.
- 2.11        "A Part-Time Employee" means a member of the unit who is assigned to work less than eight (8) hours per day.
- 2.12        "Exclusive Representative" means the Service Employees International Union, Local 790.
- 2.13        "Union" means SEIU, Local 790, AFL-CIO.
- 2.14        "SEIU" means the Service Employees International Union, Local 790.
- 2.15        "District" means the Sacramento City Unified School District.
- 2.16        "Board" means the Governing Board of the Sacramento City Unified School District.
- 2.17        "Superintendent" means the superintendent of the Sacramento City Unified School District.
- 2.18        "Unit Administrator" means the principal or administrator of one (1) or more schools or departments with total responsibility to manage all affairs of the school(s) or department(s) including general control and supervision of all certificated and classified

employees assigned to serve in the school(s) or department(s).

2.19 "School Year" means the yearly period from July 1 to June 30.

2.20 "District Seniority" means the total time of service with the District including all job classifications commencing with the employee's date of hire into a probationary or permanent position, as provided in Article 14, Section 3.1 of this Agreement, including all time in paid status (vacation, holidays, sick leave, etc.), authorized unpaid leaves of less than thirty (30) days, and time spent on unpaid leaves for Union business, excluding any service which ended in termination if the employee was not rehired within one (1) year after the termination.

2.21 Other definitions applicable to a specific article are included in the appropriate article.

## **ARTICLE 3--UNION RIGHTS**

### **3 Printing Agreement**

3.1 The District and the Union agree to have this Agreement printed after it has been ratified by both parties.

3.1.2 The cost of printing shall be borne equally by the Union and the District.

3.1.3 The Union shall be responsible for providing copies of the Agreement to all present and new employees in the bargaining unit.

### **3.2 Union Stewards**

3.2.1 The Union will be permitted to maintain Union stewards for the following purposes:

3.2.1.1 To advise employees concerning the grievance procedure.

3.2.1.2 To advise employees and confer with District management concerning the application of this Agreement.

### **3.3 Steward Presence**

3.3.1 The site Union steward may be present at all levels of the grievance procedure when requested by the aggrieved employee.

If the site Union steward is not available, or the Union steward is the aggrieved employee, the chief steward may be requested by the aggrieved employee to be present. The time shall be mutually agreed upon by the site administrator affected.

In addition, the chief steward may be present at Level II or higher when requested by the aggrieved employee. The time shall be mutually agreed upon by the site administrator affected.

3.3.2 The site Union steward shall have the right during regular working hours to a reasonable amount of released time, mutually agreed to by the immediate supervisor to investigate complaints and grievances and to be present at all levels of the grievance procedure without loss of pay.

### **3.4 Number of Stewards**

3.4.1 No shop steward may be selected to represent a site or department which is not the site or department to which he/she is assigned.

3.4.2 The Union shall select shop stewards for the following sites or departments as indicated below:



- 3.4.2.1 Each school in the District. (1)
- 3.4.2.2 Each worksite other than a school mutually agreed to by the Union and the District; at present:
- |                             |   |
|-----------------------------|---|
| Central Warehouse           | 1 |
| District Office             | 4 |
| District Office Annex       | 1 |
| Each Children's' Center     | 1 |
| Each Preschool              | 1 |
| Each Adult Education Center | 1 |
| Transportation              | 2 |
| Buildings and Grounds       | 2 |
- 3.4.2.3 Any additional site or school mutually agreed to by the Union and the District during the life of this Agreement.
- 3.4.2.4 One (1) shop steward for each school or department which has a swing and/or graveyard shift.
- 3.4.3 One (1) alternate steward shall be selected for each of the above-mentioned locations or shifts. Alternate stewards shall have no authority if the shop steward is present and available.
- 3.4.4 The Union shall select chief stewards as follows:
- 3.4.4.1 Aides-Paraprofessional Unit
- Two (2) chief stewards day shift
- 3.4.4.2 Operations-Support Services Unit
- One (1) chief steward for Transportation  
 One (1) chief steward for Operations  
 One (1) chief steward for Food Services  
 One (1) chief steward for Maintenance
- 3.4.4.3 Office-Technical Unit
- Two (2) chief stewards day shift.

#### 3.4.4.4 Split Location Assignments:

In the event a site Union steward and alternate site Union steward is unavailable due to a vacancy, absence or illness, a site Union steward may be designated as having a split location assignment that includes the site at which there is a vacancy, absence or illness. All reasonable attempts should be made to designate the site Union steward with the closest geographical proximity to the site at which there is a vacancy, absence or illness as having the split location assignment.

When a site Union steward has been designated as having a split location assignment he/she shall have the right to visit the alternate site at reasonable times for the purposes specified in section 3.2 and 3.3 upon securing permission of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.

#### 3.4.5 Union Representatives Release Time Bank

The District shall provide a release time bank to the Union of one hundred and seventy-six (176) hours per fiscal year whose purpose shall be to provide Union representatives with paid release time. Requests for use of the release time bank must be submitted in writing to the administrator, Employee Relations, for approval at least forty-eight (48) hours prior to its use. Release time may be taken in increments of one (1) hour or more. The District shall periodically provide an accounting of the release time hours remaining in the bank.

The term Arepresentative≡ as used herein shall mean a unit member designated in writing by the Union to represent unit members on matters which bear a direct relationship to the effective and efficient representation of unit employees and which is otherwise necessary to the collective bargaining process.

#### 3.5 **Union Staff Access**

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

3.5.1.1 The Union staff representative shall give the principal or department head advance notice of his/her intended visit.

3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.

- 3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.
- 3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.
- 3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.
- 3.5.1.6 The Union will be provided access to employee bulletin boards at each school and administrative site.
- 3.5.1.7 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.
- 3.5.1.8 The District agrees to assign a mailbox for the shop steward at each worksite.
- 3.5.1.9 The District will schedule a ten (10) minute segment during the classified new employee orientation for the purposes of acquainting the SEIU covered employees with their SEIU representational rights and the collective bargaining agreement between the District and SEIU.
- 3.6 **Released Time for Employees**
- 3.6.1 The Union shall be allowed released time for up to sixteen (16) classified employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties. When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay.
- 3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent's designee for employee relations to the affected school or office. Members and alternates, if any, shall be named by the Union and reported to the

superintendent's designee for employee relations prior to the granting of authorized release time for such alternates.

3.6.2      Union Convention Leave

The District agrees to release one (1) employee from each bargaining unit with loss of pay to attend an annual Union convention.

3.7            **Union Requests for Information**

3.7.1        The District agrees to provide to the Union at least once per year a complete list of the names and mailing addresses of all classified employees within each bargaining unit. The names of new employees within each bargaining unit shall be provided to the Union on a monthly basis. Costs for providing such lists will be reimbursed to the District by the Union.

3.7.2        The District shall make available, upon written request by the Union, any information necessary and relevant to the Exclusive Representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

3.8            **Non-Discrimination**

3.8.1        No employee, supervisor or member of management shall unlawfully be discriminated against by the District or the Union because of his/her efforts in carrying out this Agreement or because of race, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, Union activity or the lack thereof.

3.8.2        Neither the Union nor any other agent, representative or member shall intimidate or coerce any employee, supervisor or member of management.

3.8.3        The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.

3.8.4        No classified employee shall be subject to harassment, as defined below, or sexual harassment, as defined in District policy.

3.8.4.1      For purposes of Section 3.8.4, Aharassment≡ means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a District employee in the work setting, which serves no legitimate purpose and has the purpose or the effect of unreasonably interfering with work performance, under one of the following conditions:

(a)        Submission to the conduct is explicitly or implicitly made a

term or condition of a member=s employment.

- (b) Submission to, or rejection of, the conduct by the member is used as the basis of employment decisions affecting the member.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 The parties have agreed to establish a problem solving/liason committee comprised of SEIU members and District personnel. The charge of the committee shall be to develop a process for resolving the concerns and problems of the current contract administration and implementation. The committee shall not supplant the negotiation process.

3.9.1 The committee will meet at a time and date mutually agreed to by the parties at a location convenient to everyone. The parties are encouraged to exchange proposed agendas at least one week before the meeting. The committee members shall be:

1. The Associate Superintendent, Human Resources
2. The Administrator of Employee Relations
3. Two (2) members designated by the Superintendent or designee
4. Four (4) bargaining unit members
5. One (1) nonvoting Union representative

3.9.2 Union members will be allowed reasonable release time to attend problem solving/liason committee meetings.

## **ARTICLE 4--DISTRICT RIGHTS**

### **4 District Powers and Rights**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:

#### **4.1 To determine and administer policy.**

##### **4.1.1 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion or promotion.**

##### **4.1.2 To delegate to the superintendent and other legally appointed officers the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities, and experimental and pilot investigation of new educational programs.**

### **4.2 Limitations of District Rights**

The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE 5--UNION SECURITY**

### **5.1 Employee's Choice to Join or Not Join Union**

The parties agree that each member of the bargaining unit is free to join or to refrain from joining the Union.

### **5.2 No Interference with Employee's Choice**

The parties further agree not to interfere with the unit member's choice if he/she joins or refrains from joining the Union.

### **5.3 Dues Authorization**

Any member of the unit who is a member of the Union, or has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Union. The District shall not be required to make deductions for special political assessments. The District shall promptly transmit all dues deducted pursuant to this paragraph.

### **5.4 Dues Deduction**

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union or any other plans or programs jointly approved by the Union and the Board.

### **5.5 Agency Fees**

#### **5.5.1**

Any unit member who is not a member of the Union, or who does not make application for membership within thirty days of the operative date of this Article, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Union to ensure that such fee is legally determined and legally appropriate.

The fee shall be payable to the Union in one lump sum cash payment within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, or within thirty (30) days from the operative date of this Section.

In the event that a unit member does not pay such fee directly to the Union or qualify as an objector exempt from the fee, the Union shall so inform the District in writing certifying these facts and the correct amount of the fee owed. The District shall begin automatic payroll deduction as provided in Education Code Section 45168, subject to other legal constraints and under the procedures set forth in this Article.

- 5.5.2 Any unit member who is a member of an organization group, or religious body whose traditional tenet, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year.
- 5.5.3 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations pursuant to Section 5.5.2 above, shall be made on an annual basis to the Union and District as a condition of continued exemption from the provisions of Section 5.5.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.
- 5.5.4 The District shall notify the Union when a unit member has complied with the filing requirements required by Section 5.5.3 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Union may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding, the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 5.5.1. During any such legal proceedings, Section 5.7.1 (hold harmless) shall be fully applicable.



5.5.5 Any unit member making charitable contributions as set forth in Sections 5.5.2 and 5.5.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

5.6 **General Duties**

5.6.1 With respect to all sums deducted by the District pursuant to Sections 5.1 and 5.3 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished.

5.6.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing no less than fifteen (15) days after submission of the form to the District.

5.6.3 The Union agrees to furnish any information needed by the District to fulfill the provisions of this article.

5.7 **Hold Harmless and Indemnity**

5.7.1 The Union agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of these agency fee provisions of this Agreement or their implementation. The Union agrees to pay any damage judgement rendered against the District as a result of these provisions contained in this Article or the District's implementation thereof.

## **ARTICLE 6--COMPENSATION**

### **6 Salaries**

6.1 **2002-2003** - All salary schedules shall be maintained at the 2001-2002 salary schedule.

6.1.1 **2003-2004 and 2004-2005** - Any salary increase will be based on a formula negotiated by the District and SEIU that recognizes the revenues and any reductions including those in the State funding formula received by the District. Any formula negotiated by the parties will not result in the reduction of the salary schedule for the term of this agreement.

6.1.1.1 Retroactive pay checks for permanent and probationary employees shall be issued no later than 90 days of the full ratification of a salary increase.

6.1.2 Step increases will continue during the term of this agreement.

### **6.2 Salary Schedule Exhibits**

6.2.1 Salary schedules for the Office-Technical, Aides - Paraprofessional, and Operations-Support Services Units and the procedures for placement and movement on the schedules shall be added as Appendix A and become a part of this contract.

### **6.3 Longevity Pay**

Employees shall receive longevity pay based on the following years of continuous service:

Effective March 1, 1999, after completion of 10 years of service, and after completion of 16 years of service \$50.75 per month or \$609.00 per year. After completion of 19 years of service, \$50.75 per month or \$609.00 per year. After completion of 22 years of service, \$50.75 per month or \$609.00 per year. After completion of 25 years of service, \$50.75 per month or \$609.00 per year.

Building trades maintenance employees shall receive longevity pay of 27 cents per hour.

### **6.4 Compensation for Holidays Worked**

6.4.1 If a regular eligible employee is required by a supervisor to work on a holiday, the employee will be paid for the holiday in accordance with 2.1 above. In addition, such employee shall be paid at the rate of time and one-half (1-1/2) for each hour he/she works on the holiday. An employee who is paid overtime for

working on a holiday will not receive an additional day off.

6.4.2 When an employee is required to work both a holiday and an in-lieu of day, the employee will be paid at the holiday rate for both days.

6.4.3 When employees are required to work on any of the holidays listed in this Article, above, or on Saturdays and Sundays, which are their regular days off, they shall be paid a minimum of four (4) hours overtime at a rate of time and one-half (1-1/2).

6.5 **Shift Differential**

6.5.1 Second shift shall be any shift in which the employees regularly assigned hours end between 9:00 p.m. and 2:00 a.m. Employees who are assigned to the second shift shall receive a pay differential of five percent (5%) of their regular rate.

6.5.2 Third shift shall be any shift in which the employees regularly assigned hours end between 2:01 a.m. and 8:00 a.m. Employees who are assigned to the third shift shall receive a pay differential of eight and one-half percent (8.5%) of their regular rate.

6.5.3 An employee receiving shift differential compensation shall not lose such compensation if he/she is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.6 **Working Out-of-Class Pay**

6.6.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the classification unless the duties reasonably relate to those fixed for the classification by the Board of Education, provided in this section and section 6.7.

6.6.2 An employee may be required to perform duties not fixed nor reasonably related to those fixed for his/her classification as provided in this section and section 6.7.

6.6.3 When an employee is temporarily required to perform duties which are not fixed nor reasonably related to those fixed for his/her classification for more than three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class as follows:

- a. If the duties are consistent with those of an existing higher classification, the employee's pay shall be adjusted upward to that step in the pay range established for the higher

classification which provides at least a five percent (5%) increase;

- b. If the duties are not consistent with any existing classification, the employee's pay shall be increased by five percent (5%).

Any employee may only grieve the application of section 6.6 after he/she has completed the requirements of section 6.7.1.

## 6.7 **Classification Review Procedure**

### 6.7.1 Classification Review Procedure -- Informal

When an employee believes that he/she is being required to perform duties on a regular basis which are not fixed nor reasonably related to the duties of his/her classification, he/she shall notify his/her supervisor, in writing, that he/she is being required to perform such duties. Upon proper notification, the supervisor shall consult with the employee in order to reach a mutually agreeable understanding and resolution of the employee's concerns. A resolution may include, but is not limited to, a discontinuance of certain duties, working out-of-class pay, a request through administrative channels by the supervisor to reclassify the position, and/or an agreement that the specified duties are not out-of-class. The supervisor shall provide the employee with a written decision within ten (10) working days after the consultation.

If the employee is not satisfied with the decision of his/her supervisor, he/she may initiate the formal classification review procedure, as outlined below. A Request for Classification Review must be submitted within the school year the employee received the written decision under this section. A Request for Classification Review may only be used to seek reclassification to an existing classification within the District at the time of the Request.

### 6.7.2 Classification Review Procedure -- Formal

Employees who have received a written decision under section 6.7.1 may petition for a review of an employee's classification through submission of a Request for Classification Review form to the Classified Personnel Services Office. Requests for Classification Review may be submitted at any time during the school year, however, they will only be processed on a first come basis from January 15 through April 15 each school year. Requests for Classification Review may be submitted at any time during the school year, however, they will only be processed on a first come

basis from January 15 through April 15 each school year.

The ARequest for Classification Review form shall be designed and agreed upon by the District and the Union. Any changes in the Request for Classification Review form shall be mutually agreed upon between the District and the Union.

#### 6.7.2.1 Classification Review Board

Properly completed and timely filed ARequest for Classification Review forms will be screened by the Classification Review Board. The Classification Review Board must consider individual ARequest for Classification Review forms on their own merits; however, nothing shall preclude the District from directing the Classification Review Board to review an entire classification(s) or from grouping similar requests into one review process. The Classification Review Board shall meet and review the employee's request no later than thirty (30) working days after receipt of the Request for Classification Review form by the Classified Personnel Services Office. The Classification Review Board hearing(s) shall be held during normal working hours.

##### a. Classification Review Board Composition

The classification Review Board shall be comprised of five (5) members as follows:

- (1) The Associate Superintendent, Human Resources, or designee, who shall serve as chairperson, and who shall vote if there is a tie.
- (2) Two classified non-management employees appointed by the Union. Whenever possible, these should be from the employee's classification and the classification to which the employee is requesting reclassification.
- (3) One management employees appointed by the Associate Superintendent, Human Resources, or designee, which should, whenever possible, be a supervisor or management employee who supervises employee(s) in the employee's classification; and
- (4) One supervisor or management employee who supervises employee(s) in a classification comparable to that which the employee is requesting reclassification.

b. Purpose

The purpose of the Classification Review Board shall be to evaluate requests to determine if there exists sufficient justification to warrant a full study of the position. Decisions shall be made by majority vote. In evaluating requests for review, the Classification Review Board shall be guided in making its decision by the following considerations:

- (1) The actual level and nature of the duties and responsibilities the employee is regularly required to perform which are not fixed and prescribed for the classification nor reasonably related to those duties of the classification.
- (2) How the employee came to be assigned duties and responsibilities not covered by his or her present classification specifications (e.g., an expansion in the functions of the school or office, or possession by the employee of special skills or abilities).
- (3) When the position was last studied.
- (4) A comparison of the employee's actual duties with the duties shown on the employee's classification specification.
- (5) Information given by the employee (e.g., the Request for Classification Review) and/or the employee's supervisor to the Board upon request of the Board.
- (6) The duties and responsibilities of the classification into which the employee believes he/she should be classified.

c. Classification Review Board Decisions

Decisions of the Classification Review Board to accept or deny the request for full study shall be final and not subject to Article 18. The final decision of the Board shall be forwarded in writing to the employee within five (5) working days of the Classification Review Board's final hearing on the matter.

6.7.2.2 Classification Review - Full Study Procedure

Requests that are accepted by the Classification Review Board for a full classification review study shall be

forwarded by the chairperson of the Classification Review Board to the Director, Classified Personnel, or designee, who shall arrange for a full study classification review. The full study shall be completed within thirty (30) working days.

A full classification review study shall include:

- a. Interviews with the employee, the employee's immediate supervisor, and persons serving in similar positions;
- b. A review of the employee's Request for Classification Review form;
- c. An on-the-job audit;
- d. A review of the employee's class specification and the class specification of the position for which the employee is seeking reclassification; and
- e. A review of all other related and relevant class specifications and/or information as determined by the Director of Classified Personnel.

6.7.2.3 The completed classification review study shall be forwarded to the chairperson of the Classification Review Board. The completed classification review study may recommend: (1) that the employee(s) be reclassified into an existing position; or (2) that no reclassification is justified (i.e., that the employee is not performing duties of an existing classification). The Classification Review Board shall, after reviewing the completed classification study, render a decision within fifteen (15) working days of receipt of the completed study. The Board's decision shall be by a majority vote and shall be either to :

- (1) Recommend the reclassification to an existing position; or
- (2) Deny the reclassification. If the reclassification is denied, the Union may still pursue its rights under section 6.7.5 below.

6.7.2.4 Recommendations of the Classification Review Board to approve reclassification shall be forwarded to the Board of Education for final review. If approved by the Board of Education the reclassification shall become effective upon the date the employee submitted the Request for Classification Review form to the Classified Personnel Services Office.

- 6.7.2.5 If the decision of the Classification Review Board is to deny the reclassification, the decision is final and not subject the Article 18. If the decision of the Board of Education is to deny the reclassification the decision is final and not subject to Article 18.

6.7.3 **Employee Representation**

An employee may elect to be represented any point during the classification review process by a representative of his/her choice.

- 6.7.4 Nothing in this section shall preclude the District from upwardly reclassifying employees administratively. The Union shall be notified in writing of all reclassifications.

- 6.7.5 All requests by the Union to reclassify an employee or employees to a classification that does not exist within the District at the time of the request shall be written and forwarded to the Administrator of Employee/Employer Relations. The Employee/Employer Relations Officer, or designee, shall, absent mutual agreement otherwise, meet with the Union representative and the effected bargaining unit member(s) within thirty (30) working days of receipt of the written Request to Reclassify to discuss the basis for the request. Such meeting shall not be construed as a waiver of the District=s right not to negotiate job specifications.

6.8 **Legal Proceedings in Regard to District Business**

Employees who are actively at work and who are required to appear in court or a legal proceeding as a direct result of the performance of their duties, or as a result of witnessing an event while performing their normal work duties, which later requires presence before a court of law shall be provided released time without loss in pay or additional compensation at the appropriate rate with a minimum of four (4) hours if the appearance is outside the employee's regular workday.

6.9 **Call Back Pay**

- 6.9.1 An employee who is required to return on duty after leaving such duty station at the end of the employee's day shall be afforded the opportunity to work for a minimum of two (2) hours if work is available, or alternately, will be guaranteed compensation for two (2) hours at the appropriate rate of pay.

- 6.9.2 If the employee is required to return to work on a Saturday, Sunday or holiday, the employee will be afforded the opportunity to work for a minimum of four (4) hours if work is available, or alternately, will be guaranteed compensation for four (4) hours at the employee's appropriate pay rate.



6.9.3                    **Salary Schedule Placement for Summer Assignment**

All nine, ten, and eleven-month permanent employees who work temporarily or, on a per diem payroll during the summer or intercession in another job class than the one that they are permanently assigned to, after six (6) years in a classification shall be placed on the second step in salary. The following three (3) years to be placed on the third step in salary, with no further step movement.

6.10                    **Compensation for Overtime**

An employee who works authorized overtime shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay. Shift and longevity differentials and in-service growth salary regularly received by the employee shall be included in determining his/her regular rate of pay.

6.10.1                **Time Off in Lieu of Overtime**

The option of compensating an employee with time off in lieu of overtime payment shall be mutually discussed between the employee and supervisor. If no agreement is reached, the District shall compensate the employee at the appropriate rate of pay. Employees receiving compensatory time off shall receive such compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked.

6.10.2                When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

6.10.3                Upon transfer of an employee, any compensatory time will be transferred with the employee.

6.10.4                It is understood that compensatory time off provisions of this Agreement shall incorporate all provisions of law and appropriate regulations.

6.10.5                In the event that a unit member is terminated for any reason including voluntary or involuntary termination, retirement, or death, the unit member shall be paid for accumulated compensatory time at either the average regular rate received by the unit member during the last three (3) years of employment, or the final rate of pay whichever is higher.

## 6.11 Career Lattice for Instructional Aides

Procedures and regulations governing placement and movement on the career lattice are:

### 6.11.1 Eligible Employees

All regular classified employees serving in a classification listed below are eligible to move on the career lattice. Employees serving in substitute and/or temporary positions are not eligible to move on the career lattice and shall only be hired at the instructional aide level.

### 6.11.2 Classification and Training Requirements for Classes Included on the Career Lattice

The career lattice for aides includes the following classifications:

<b>Job Title</b>	<b>Training Requirements</b>	<b>Experience Requirements</b>
Instructional Aide	Pass SCUSD Paraprofessional Proficiency Exam	None
Instructional Assistant I	Pass SCUSD Paraprofessional Proficiency Exam + 30 College Units	None
Instructional Assistant II	60 College Units	Served 75% of the school year as Instr Asst I
Teacher Associate	90 College Units	Served 75% of the school year as Instr Asst II

The parties agree to add Teacher Assistant Bilingual I and II to the Teacher Candidate Program.

For an employee to be eligible for the "teacher candidate" classification, the employee must meet the following conditions:

- a. The employee must have served as teacher associate or teacher assistant bilingual II for the preceding two (2) years at least 75% of the days schools were in session, grades K-12.

- b. The employee must have completed a minimum of 120 acceptable college units as defined in Section 11.5.1 of this Article.
- c. The employee must show proof of current enrollment in subjects leading to a bachelors degree and/or teaching credential, in an institution which awards a bachelors degree and teaching credential.
- d. An employee may hold the position of "teacher candidate" for not more than six (6) school semesters or three (3) consecutive years. An employee with the title "teacher candidate" shall revert to the position of teacher associate at the end of said six (6) school semesters or three (3) years if not assigned to another classified or certificated position before that time limitation expires.
- e. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District an amount calculated to be the difference between the teacher associate, teacher assistant Bilingual II, and teacher candidate salaries.
- f. An employee may be designated as "teacher candidate" for only one three-year period term during their employment within the District.
- g. "Teacher candidate" shall be placed on Range 43 of the salary schedule for classified non-management personnel.
- h. The District agrees to pay the health benefit premiums for a period of up to two (2) semesters for "teacher candidates" who are participating in an approved student teaching program. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District the exact amount contributed by the District toward his/her health benefit premiums.

### 6.11.3 Placement on the Career Lattice

- 6.11.3.1 At the time of initial appointment to a regular aide position on the career lattice, the Classified Personnel Services Department will

evaluate an employee's educational training to determine proper class placement with the limitation that no employee may be placed higher than the instructional assistant I level. Employees who meet the 10th grade training requirement, pass High School Proficiency Test and who have completed less than thirty (30) approved college units shall be placed in the instructional aide classification. Employees who have completed thirty (30) or more approved college units before the first day of required service shall be placed in the instructional assistant I classification.

- 6.11.3.2 When an employee is reassigned to a class on the career lattice, and the employee has been serving in a classification not on the career lattice which includes classroom duties and responsibilities (i.e., school community worker, teacher assistant-bilingual), the time served in the prior classification shall be considered for purposes of meeting experience requirements for the instructional assistant II or teacher associate levels. All time served in a Board-elected position shall be considered for this purpose.

6.11.4 Promotional Advancement on the Career Lattice

- 6.11.4.1 Twice annually, on September 1 and April 1, the Classified Personnel Services Department will review employees' training and experience to determine eligibility for movement on the career lattice. The deadline for filing units and meeting experience requirements shall be October 1 for the changes which will be made retroactive to September 1 and the deadline for filing units and meeting experience requirements shall be March 1 for the changes in April. Employees who meet training and experience requirements shall be reassigned to the next higher step on the career lattice effective September 1 for the September changes and April 1 for the April changes.

6.11.5 Types of Units Accepted

Acceptable units for placement and movement on the career lattice must meet the following requirements:

- 6.11.5.1 The units must be earned at or accepted by either a two-or four-year fully accredited college or university. Units which are earned prior to an employee's date of hire and which are otherwise acceptable for this career lattice, shall be counted for placement on the career lattice.
- 6.11.5.2 The units are for courses which will improve the employee's

performance in his or her present position or a position in the same or related classification sequence, and/or will be used to qualify the employee as a "teacher candidate" defined in Section 6.11.2 above.

- 6.11.5.3 The units must not have been applied towards the District's professional improvement program for classified employees.

6.11.6 Prior Approval

Prior approval may be requested before undertaking any course(s) or overall program of study if acceptability for movement on the career lattice is doubtful. Prior approval forms may be requested through the Classified Personnel Services Department.

6.11.7 Filing of Units

Transcripts or official grade cards containing evidence of units earned should be filed no later than October 1 for changes retroactive to September and March 1 for changes in April, but in no case can units be considered which are not received by the Classified Personnel Services Department by October 1 for changes which will be made retroactive to September 1 and March 1 for changes in April. Records filed will not be returned to the employee. At the time of initial placement on the career lattice, employees have a maximum of sixty (60) days from their first day of required service in which to file units.

6.11.8 Salary Step Placement

An employee, upon initial appointment, shall be placed on the first step of the salary range of the classification to which they are appointed. Employees upon initial appointment may provide information to support placement above the first step. When an employee is reassigned to a classification on the career lattice or when an employee is promoted on the career lattice, his/her salary step placement shall be determined using one of the following rules:

- 6.11.8.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.
- 6.11.8.2 If the previous salary, including increment adjustment, is below the first step in the new range, the employee shall be placed on the step which most closely approximates a five percent (5%) salary

increase.

6.11.8.3 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed one (1) step higher.

6.11.8.4 If the previous salary, including increment adjustment, is in between steps on the new range, he/she shall be placed two (2) steps higher.

6.12 **Repayment of Money Owed to the District**

If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 6.12.1 through 6.12.5 of this article following.

6.12.1 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Section 6.12.2 and 6.12.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in an amount equal to, and in like manner and duration as, the amount of overpayment per check. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for ten (10) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.

6.12.2 If the employee disputes the debt, information regarding the dispute shall be submitted, within ten working days of the notification of the debt owed, to the deputy superintendent, Business Services, for consideration.

6.12.3 If the employee disputes the decision of the deputy superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the deputy superintendent's decision to a three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's

next regular paycheck shall begin in amounts set forth in Section 6.12.1.

6.12.4 The District shall be limited by applicable California statutes as to the time period for recovery of debts owed by employees.

6.12.5 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods of resolution of a dispute regarding the debt.

6.13 The District shall compensate employees in accordance with provisions of this Agreement and applicable statutes.

6.14 The District agrees to reimburse school bus drivers for the cost of renewing school bus certificates effective January 1, 1983.

6.15 **Lost Checks**

6.15.1 Employees' paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within eight (8) working days of notification by the employee to the District's Payroll Services Department. The replacement check shall reflect the amount of the undelivered check.

6.16 Whenever it is determined that an error has been made in a payroll calculation or reporting in any classified employee payroll, or in the payment of any classified employees salary, the Payroll Supervisor shall, within three (3) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

## **ARTICLE 7--FRINGE BENEFITS**

### **7 Medical Coverage**

7.1 Eligible employees may choose to enroll in one (1) of the medical programs offered by CalPERS effective July 1, 1999. SEIU and the District Agree to be bound by the rules and regulations governing the CalPERS program, notwithstanding anything in this contract between the parties to the contrary.

7.1.1 From 7/1/02 to 6/30/05 the District will purchase for each employee and his or her eligible dependents, at no cost to the employee, coverage under one of the above-referenced medical programs up to the Kaiser Active rate. The District enters CalPERS under the equal method which means that each month \$16 is given to employees and retirees who qualify for benefits under CalPERS. That \$16 must be spent on health benefits through CalPERS only. CalPERS vests after five (5) years, so employees who retire into PERS and STRS after five (5) years with the District, will now be eligible for the \$16 per month lifetime benefit. Spouses of deceased employees will also be eligible for the \$16. Additional funds in a Section 125 Plan matching bargaining unit language, minus the \$16, will be given to the employee to spend on their benefits including health, dental and vision. It is an Aup to≡ amount and no refunds will be given.

#### **7.1.1.1 2002-2003, 2003-2004 and 2004-2005 For Active Employees**

From 7/1/02 to 6/30/05 the District will contribute to a Section 125 Plan, for each eligible employee, an amount up to the Kaiser Active (single, two party, or family) benefit level plus an amount equal to the District=s contribution for dental and vision. Of that amount, \$16 will be allotted specifically for health premiums. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the employee.

#### **7.1.1.2 For Retired Employees**

All current and prospective eligible retirees shall also become members of CalPERS for the provisions of retiree medical benefits. For eligible retirees, the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the Kaiser Active single benefit level or the Kaiser or HealthNet single Medicare Risk program less \$16 in accordance with the contract. The remaining funds are discretionary for



purchase of health or dental/vision benefits. Any amount not expended will not accrue to the retiree. Every month \$16 will be added and benefit costs will be deducted from their retirement checks. The District will send checks to the retiree to cover cost of eligible benefits less than \$16.

7.1.2            Open Enrollment /"Switching"

7.1.2.1           There shall be either an annual "open enrollment" or "switching" period during which time an active or retired employee may change or amend his or her carrier and/or dependency status in accordance with CalPERS.

7.1.2.2           In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or canceled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

7.2               **Dental Care**

7.2.1             The District agrees to offer the current dental plan for eligible employees and eligible dependents.

7.2.2             The District agrees to pay the cost of premiums for dental coverage according to the following schedule:

Eligible employees	100%
Eligible dependents	75%

7.3               **Life Insurance**

7.3.1             The District agrees to maintain the current life insurance program.

7.4               **Vision Care**

7.4.1             The District agrees to offer vision care service, Plan B, \$10 deductible, for eligible employees and eligible dependents, effective April 1, 1984.

7.4.2             The District agrees to pay the cost of premiums for vision coverage for eligible employees and dependents at 100% of the composite rate listed by California Vision Care Service.

7.5                    **Employee Assistance Program**

The District shall contract with a third party vendor to provide a comprehensive employee assistance program. The cost of such program shall be borne by the District. The District shall retain the sole discretion to change or cancel the employee assistance program/plan; provided, however, that the District shall give the Union at least thirty (30) days notice before said change or cancellation.

7.6                    **Flexible Reimbursement Account**

7.6.1                The Board shall establish a flexible reimbursement account under Section 125 of the Internal Revenue Code for each eligible employee requesting such an account. The flexible reimbursement account will be operated and administered to be in compliance with all city, state, and federal laws and regulations.

7.6.2                Each eligible employee shall be allowed to make an annual election to have their monthly compensation reduced by a specified amount for a deposit to their flexible reimbursement account.

7.6.2.1             Dependent Care: Up to \$4,980 per year for use as allowed under Section 129 of the Internal Revenue Code.

7.6.2.2             Health Care: Up to \$4,000 per year for use in covering the unreimbursed deductibles, co-pays, and coinsurance amounts under a group medical, dental, or vision benefits plan.

Each eligible employee requesting a flexible reimbursement account will have their account charged with a monthly administrative fee.

7.7                    **Eligibility for Benefits**

7.7.1                Employees Who Work Four (4) Hours or More

Employees are eligible as defined by CalPERS. Currently, bargaining unit employees who work four (4) hours or more per day and whose employment commitment is for six (6) months or longer for the District will be entitled to full insurance coverage. Hours spent on in-unit work and on out-of-unit work will be

counted in determining eligibility for this benefit.

7.7.2 Employees who work more than three (3) but less than four (4) hours

Bargaining unit employees who work at least three (3) hours per day but less than four (4) for the District are not eligible for CalPERS but may purchase benefits through the District as long as it is available.

7.7.3 Short-term temporary and short-term substitute employees and students temporarily employed and other employees whose regular assignment is less than fifteen (15) hours per week shall not be eligible for insurance benefits.

7.8 **Benefits While on Leave**

7.8.1 Employees who are absent because of illness or injury, and who have exhausted sick leave benefits, shall continue to be covered by fully paid insurance coverage through the end of the following month of the school year in which sick leave is exhausted. For example, if sick leave exhausts on March 15, benefits would be covered through April 30.

7.8.2 Except as provided in Section 7.7.1 above, employees who are absent because of illness or injury and who have exhausted all accumulated paid leaves shall be permitted to receive full insurance coverage by remitting to CalPERS the entire premium payments during the period of time such employee is on leave.

7.8.3 Employees on Board-approved unpaid leave may continue to receive full coverage of insurance benefits if they remit the entire premium payment to CalPERS.

7.8.4 When an employee with at least five (5) years PERS credit has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until the employee's demise.

7.8.5 The District shall continue to pay health insurance premiums for the surviving dependents of an employee with at least five (5) years PERS credit who dies while in service. The premiums will be paid for the balance of the school year in which the death occurs and the first six (6) months of the following school year.

## **7.9 Retirees' Benefits**

The District agrees to pay the medical insurance premiums (up to CalPERS Kaiser single or otherwise required under the contract) for employees who retired on or after the respective bargaining units were certified by

Unit A: Aides-Paraprofessional Unit--May 3, 1978

Unit B: Operations-Support Services--November 18, 1977

Unit C: Office-Technical Unit--November 18, 1977

- 7.9.1 Employees with more than nine (9) years of consecutive District service as of May 21, 1996, are entitled to the retiree benefits under this section 7.9 provided such employee has reached fifty (50) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement.
- 7.9.2 Employees with less than nine (9) years of consecutive District service as of May 21, 1996, shall be entitled to the retiree benefits of this section 7.9 provided such employee has reached fifty-five (55) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement. Employees covered by this section 7.9.2 must elect a Medicare Risk Program when they have reached sixty-five (65) years of age. The District will pay up to single Kaiser Risk or HealthNet Risk rate, whichever is higher.
- 7.9.3 Employees hired on or after May 21, 1996, shall be entitled to 100% of the retiree benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least twenty (20) consecutive years of service with the District immediately prior to retirement.
- 7.9.4 Employees hired on or after May 21, 1996, shall be entitled to 50% of the benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. The benefit of this section 7.9.4 is contingent upon the retiree paying the remaining balance of the premium when due.
- 7.9.5 Employees covered by section 7.9.3 and 7.9.4 must elect a Medicare Risk Program when they have reached sixty-five (65) years of age.

- 7.9.6 Board approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuous service, prior service of employee who resigns and is re-employed within one year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium to the District.
- 7.9.7 Retirees who elect to take the benefit provided in this Section 7.9, will have the option of paying the premium for dental, life and vision care or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for dependents of either the health and accident plan and/or the dental and life plans or the vision care plan.
- 7.9.8 It will be the retiree's responsibility to make application for enrollment for the benefits described in this Section 7.9. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in this Section 7.9.
- 7.9.9 Eligible employees who retire with five (5) or more and less than ten (10) years of PERS credited service immediately prior to retirement may keep any insurance benefit available to employees at the time of retirement by paying the entire premium. (Note: Dental and life insurance are optional, but for both dental and life or neither.)
- 7.10 **Health and Welfare Benefits Committee**
- 7.10.1 The District and classified employee bargaining unit representatives shall appoint a joint committee whose tasks shall be to:
1. examine the status, benefits and cost of ongoing medical, dental, life insurance and worker's compensation programs;
  2. explore any needed changes or alternative benefits appropriate to the District and/or employee groups, which may include, but not be limited to, District-sponsored vision care plans, annuity plans, income protection plans, etc.; and
  3. make appropriate recommendations to official District and bargaining unit representatives for consideration by means of the appropriate collective bargaining process.

7.10.2 The committee shall be comprised of six (6) members, three (3) of whom shall be appointed by SEIU and three (3) of whom shall be appointed by the District. In addition to the three (3) voting members, each appointing body shall appoint two (2) alternate committee members who can vote only upon the absence of the voting member(s). Alternate members are to attend meetings, participate in discussions, and cast ballots for absent voting members of their respective unit. In no case shall more than three (3) votes be cast by any individual unit on any issue before the committee. If desired, SEIU committee members may request separate subcommittee meetings with District committee members to discuss benefits related solely to their respective bargaining units.

7.10.3 Formal committee and subcommittee meetings and place of meetings shall be arranged and scheduled by the administrator, Employee Relations, and the committee and/or designated subcommittees shall meet as often as necessary to accomplish assigned tasks.

7.10.4 The committee and/or subcommittee shall develop an agenda and submit minutes for each meeting to officially designated District and bargaining unit representatives and to all committee members.

7.11 **Single Coverage Rebate**

7.11.1 The formula for the single coverage rebate shall be as follows:

A monthly cash refund amounts for single health care coverage shall be calculated to be (1) twenty-five (25%) percent of the lowest single premium rate in effect on July 1 of each year for that health plan provider and (2) for all other providers, fifteen (15%) percent of the average of all single premium rates in effect on July 1 of each year.”

7.11.2. As an illustration, the July 1, 1996 refund amounts calculated under the above formula will be as follows:

Maxicare	\$ 39.92
All Others:	\$ 24.64

7.11.3 The single coverage rebate amount shall be recalculated on January 1 of each year.

7.12 **Shared Savings**

During the 1998/1999 negotiations, the SEIU bargaining unit agreed to a contract change in the delivery of health benefits to CalPERS. This change produced an estimated savings equal to approximately a 1% increase in salaries of SEIU bargaining unit members. During the life of this contract (2002-2005) the District shall continue to share any savings resulting from this action to the SEIU bargaining unit.

**ARTICLE 8--HOURS**

8 **Workday**

8.1 Definition

A workday begins at 12:01 a.m. and ends at 12:00 midnight except for custodians and special officers where a workday begins at the starting time which the District assigns to an employee and ends twenty-four (24) hours later.

8.1.1 Full-Time Employees

The basic workday for full-time employees shall be eight (8) hours within a twenty-four (24) hour period.

8.1.2 Part-Time Employees

Employees who are scheduled for less than eight (8) hours per day or less than forty (40) hours per week in a five (5) consecutive day period are part time.

8.1.3 Schedules

The hours of the workday and workweek shall be designated by the District for each classified employee.

8.1.4            Additional Hours - Compensation

If an employee is required to begin work or continue work after his/her regularly scheduled work period or to take work home, such time shall be compensated for at the appropriate rate of pay, which shall include professional growth units.

8.2                **Additional Hours**

Part-time bargaining unit employees shall be granted additional hours which become available within a school or administrative unit if they are incumbents in the classification represented by the additional hours provided their last evaluation on file is average or above average. If the part-time employee has no evaluation on file then the employee shall be treated as if his/her evaluation was average for purposes of this section. If there is more than one eligible part-time employee at the school or administrative unit, then the extra hours shall be assigned to the most senior employee using date of hire in the classification. Any employee who is assigned for less than four hours will be considered only if the school or site has budgeted specific funds for a four-hour, or more, employee.

- 8.2.1            If there is more than one eligible part-time employee, the site administrator shall give written notice to each eligible part-time employees at school or administrative unit where the additional temporary or permanent hours are available. Notice shall be mailed to each absent employee.

The notice shall state the procedure for requesting the additional hours which shall include each interested part-time employee submitting a written request within five (5) working days of the notice indicating his/her intent to be considered for the additional hours. If no eligible employee provides a timely written request for the additional hours the District may fill the additional hours in accordance with the provisions of this Agreement.

8.3                **Workweek**

8.3.1            Definition

A workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday except for custodians and



special officers where a workweek begins at the starting time which the District assigns to an employee on his/her initial workday each week and ends 168 hours later.

8.3.2      Basic Workweek

The basic workweek for full-time workers shall consist of five (5) consecutive days of work (usually Monday through Friday) and two (2) consecutive days off (usually Saturday and Sunday).

8.3.3      Watchpersons, Police Officers, Computer Operators and Bus Drivers.

8.3.3.1      Watchpersons shall work an irregular workweek including weekends, holidays and other days as assigned by the District.

8.3.3.2      Computer operators shall have a workweek consisting of five (5) consecutive days, forty (40) hours per week with two (2) consecutive days off, which may rotate.

8.3.3.3      Bus drivers, bus attendants, and instructional aides may be assigned a split shift.

8.3.3.4      All weekend-holiday watchpersons shall work a schedule of approximately six (6) months per year including all weekends and holidays which include certain Board-granted holidays of approximately 115 days of service.

8.4      **Overtime**

8.4.1      Definition

8.4.1.1      Full-Time Employee

Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) workday or forty (40) hours in one (1) workweek.

8.4.1.2      Part-Time Employee

Employees who work four (4) or more hours per day shall be

compensated for any work required to be performed on the sixth (6th) or seventh (7th) day of the workweek which shall be designated as overtime work. An employee who works less than four (4) hours per day shall be compensated for any work performed on the seventh (7th) day of the workweek at the appropriate overtime rate.

8.4.2 Authorization of Overtime

Overtime must be authorized by the responsible supervisor or administrator. Notification must be given in advance of the time worked whenever practicable to give advance notice.

8.4.3 Assignment of Overtime

Overtime will not be required of any employee at a worksite unless there are no volunteers or in the event of an emergency.

8.4.4 Computation of Overtime

For the purpose of computing the number of hours worked, time during which a worker is excused from work and is in a paid status because of holidays, vacation, sick leave, or other paid leaves of absence shall be considered as time worked by the employee.

8.4.5 Distribution of Overtime

Overtime will be distributed as equally as feasible among employees at a school or worksite who are in the same classification who have the ability to do the work which gives rise to the overtime. A list, by fiscal year, of overtime worked by classification and worksite shall be provided by the site or unit administrator on request of the appropriate steward.

8.4.6 Custodial Overtime

The District agrees to provide additional hours for regular employees who are performing the work of absent employees by utilizing the formula of 1/2 of the absent employee's site assignment. The employee shall be compensated at the appropriate rate of pay.

8.5 In the event a four hour or more regular bargaining unit position is vacated, and if the District is going to fill the position, that position

will not be filled by more than one (1) employee if the reason is to avoid payment of fringe benefits.

## **ARTICLE 9--ASSIGNMENTS**

### **9 Work Assignments**

#### **9.1 Differential Pay Assignments**

The District agrees to assign employees to duties for which differential pay is designated based on job classification seniority among those employees who request such an assignment.

##### **9.1.1 Job Descriptions**

Upon initial employment and upon each change of classification thereafter, an employee shall be furnished two (2) copies of his/her class specifications. One (1) copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

##### **9.1.2 Custodial Assignments**

9.1.2.1 When a custodial assignment becomes vacant at a school or site, the principal or unit administrator will fill the vacancy based upon the District seniority of those site employees who apply. Seniority will prevail unless cause is demonstrated for denial of the assignment.

9.1.2.2 The District may designate new custodial employees as unassigned or floating custodians.

9.1.2.3 The District agrees to provide permanent custodial employees a regular school/site assignment as soon as practicable, unless he/she voluntarily agrees to an unassigned position.

##### **9.1.3 Seniority Ranking**

Whenever two (2) or more persons have the same seniority ranking, the tie shall be broken by first considering time spent in a temporary or substitute capacity and, if equal, by casting of lots.

9.2                    **Reassignments--On-the-Job Injury**

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place the employee in the first available vacancy in any classification in which the employee has earned permanent status, or in any classification for which qualified; once the employee has been certified as physically able to perform work duties by a mutually acceptable physician. The injured employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred, under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.

- 9.2.1                The parties agree to work cooperatively within the auspices of the unit's health and welfare benefits committee to develop a "return to work policy" for represented classified employees. Such work product will be referred back to the parties' respective negotiating committees for the purpose of bargaining during the 1996-97 reopeners.

9.3                    **Seniority Lists**

- 9.3.1                A seniority list for employees in each job classification shall be established for designating date of hire in the District and including date of hire in present classification.
- 9.3.2                The seniority lists shall be provided to each steward at each worksite or administrative unit upon request.
- 9.3.3                A correct copy of the seniority list shall be forwarded to the Union once a year, no later than November 15.

9.4                    **Transportation Assignments--Bus Driver Routes and Bidding**

- 9.4.1                Bus routes will be posted in the Transportation Office as they are established. Such posting will include available information such as schools and estimated starting times, hours and number of runs.
- Bus driver assignments shall include all regular home-to-school routes, Special Education routes, basic school routes, Regional Occupational Program routes, three (3) unassigned positions and, when designated by the District, an out-of-town field trip bus. All other in-District and out-of-District field trips, athletics or school

related trips will be included in the above routes by the transportation supervisor as determined by the availability of free time of equipment and driver.

Known routes with free time for field trips will be designated for bidding information.

Drivers' assignments for trips that originate after 4:30 p.m., weekends or holidays, will be assigned from the overtime board.

Driving assignments for any trips which are paid at the regular rate of pay and are not covered by the bidding procedure will be assigned by seniority.

- 9.4.1.1 Bidding will be by seniority. Seniority for bidding purposes only as related to this section shall include all service performed in the current classification or a higher classification that requires a school bus certificate, provided there is no break in service.

All bus drivers who are otherwise qualified and with a confirmed medical release date of no later than the first day of school in September will be entitled to bid.

- 9.4.1.2 Bus drivers will be paid at their regular rate of pay for actual time worked in preparing bus routes and accomplishing equipment maintenance before the instructional year begins.

- 9.4.1.3 When new or vacant routes become available after the initial bidding has taken place and the routes become available prior to December 1, drivers who wish to rebid their route shall be permitted to rebid. Such drivers shall place their names on a schedule bid roster. Such bidding shall occur during a two (2) day period designated by the director of Transportation which falls within the first two (2) weeks of December. Drivers who participate in the rebidding shall have their routes included as a vacant route for possible rebidding by other drivers.

- 9.4.1.4 Routes chosen in accordance with the December bidding shall take effect on the first work day immediately following Winter vacation.

- 9.4.1.5 All bus drivers shall complete a "Drivers Route List" if there are any changes in runs or routes.

9.4.1.6 Additional hours which become available during the school year shall be assigned to drivers who have less than eight (8) hours, taking into consideration operational efficiency and seniority.

9.4.2 **Non-Public/County Program Schools**

9.4.2.1 The District school calendar does not match the calendar of the non-public and county program schools.

9.4.2.2 When the District schools are in session but the non-public schools and/or county program schools are not, the Bus Drivers and Attendants will be expected to report for work and will be used to cover other runs.

9.4.2.3. When the non-public and/or county program schools are in session but the District schools are not, the District will offer this extra work to the Bus Drivers and Bus Attendants that are normally assigned to these routes. Many of the route service severe emotionally disturbed students. It is in the best interest of the students to have the regular Driver and Attendant where possible. If the regular Driver and Attendant decline this offer of extra work, the Transportation Department will offer the extra work to qualified Bus Drivers on a seniority basis.

9.5 **Transportation Field Trips**

9.5.1 In-District Field Trips

9.5.1.1 All Bus Drivers who are proficient are eligible for special driving assignments for in-District field trips.

9.5.2 Out-of-District Field Trips

9.5.2.1 Only qualified Drivers who are proficient and who have completed six (6) months of satisfactory service in their current classification shall be eligible for out-of-District driving assignments.

9.6 **Overtime--Bus Drivers**

9.6.1 Equal opportunity will be afforded all Drivers to work overtime. Each sign-up for overtime shall be made on the basis of seniority. All drivers shall be given the opportunity to sign up for overtime

twice each school year, unless the District finds it necessary to create another round of sign ups. The first sign up will be at the orientation meeting conducted prior to the start of the traditional school year. The first sign up will be effective the first day of the traditional school year and will run through December 31.

The second round of sign ups will occur during the month of December. The second sign up will be effective upon the first day of school returning from winter recess and will run through the last day of the traditional school year. After three (3) refusals in each semester, no further offer of overtime will be made. During each semester, all eligible drivers will be offered available overtime by using the current seniority roster. Once all the offers have been made during the specific sign up period subsequent offers of overtime will be made to eligible Bus Drivers whose prior accumulation of overtime is lowest.

- 9.6.2 A refusal of overtime means any verbal or written statement(s) by the employee that he/she does not wish to work an overtime assignment, or, by the failure of the employee to respond within the required time period stated on the overtime form. Refusals do not include authorized leaves of absence or verified attendance at special bus training or workshops, such as the Bus Rodeo, etc.

#### 9.7 **Use of School Buses and Route Time**

- 9.7.1 Paid time following completion of a run shall be based upon time required to drive back to the yard.

#### 9.8 **Transportation Summer Work**

- 9.8.1 All Bus Drivers and Bus Attendants are eligible to apply for summer assignments in their classifications.
- 9.8.2 Interested transportation employees may place their names on a summer work roster.
- 9.8.3 All Bus Drivers on the summer work roster shall have the right to bid by seniority for assignments, provided they have the qualifications.

#### 9.8.4 Summer Overtime

Summer overtime shall be the overtime during the time period



from the end of the spring semester to the beginning of the fall semester. Drivers eligible for summer overtime are those Drivers who bid for and perform summer runs or trips. The first offer of overtime shall be made on the basis of classification seniority. Subsequent offers of overtime will be made to eligible Bus Drivers whose overtime accumulation is lowest.

9.9 **Meals and Lodging--Transportation Workers**

9.9.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard and of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: \$5.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$9.00

Dinner: \$16.00 (if required to be on duty after 7:00 p.m.)

These allowance rates are as per District Policy. When these rates are adjusted upward by District policy, the above rates shall be adjusted accordingly.

9.9.1.1 For in-District or out-of-District field trips or athletic trips of less than a forty (40) mile radius from the District transportation yard and which on a regular workday results in less than a one (1) hour break between completion of the employees' regular workday assignment and the start of the additional assignment, the following meal allowance will be paid to school Bus Drivers:

Dinner: \$16.00 (if required to be on duty after 7:00 p.m.).

These allowance rates are as per District Policy.

9.9.2 School Bus Drivers shall be reimbursed for necessary and actual lodging expenses.

9.10 **Mileage Pay**

9.10.1 Vehicle Use

The District shall reimburse employees who, as a condition of their employment imposed by the District, must travel from one District site to another District site. The rate of reimbursement for required use of vehicle shall be at the Internal Revenue Code recognized maximum reimbursement.

9.10.2 Vehicle Use for Hauling District Equipment

Employees who are regularly required by the director, Maintenance, Operations and Construction Services, to haul District equipment in their vehicles shall be compensated at the rate of \$125 per month. Regularly shall be defined as seventy-five percent (75%) or more of the working days of any month.

9.10.3 Vehicle Use for Food Services Satellite Managers

Employees who are regularly required by the director, Food Services Department, to transport cafeteria food in their vehicles shall be compensated as follows: For lunch only--\$40 per month; for breakfast and lunch--\$50 per month. Regularly shall be defined as seventy-five percent (75%) or more of the working days of any month.

9.11 **Uniforms**

9.11.1 The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.11.2 The District will provide transportation shop personnel with an annual allowance of \$135 for the purpose of purchasing safety steel-toed footwear. Such safety steel-toed footwear must be worn at all times while performing their duties.

9.11.3 The District will provide Maintenance Engineer Specialists with an annual allowance of \$135 for the purpose of purchasing safety footwear. Such safety footwear must be worn at all times while performing their duties.

9.11.4 The District shall provide adequate rain protection gear for all employees that are required to work outside in inclement weather. (This provision is limited by a Tentative Agreement between the

parties dated April 4, 1999).

9.12           **Tools**

The District will provide to all building trades, maintenance and transportation mechanic employees all required power tools and hand tools except for those tools which the employees are required to provide for their trade.

The District and the Union agree to meet and consult on lists of tools which the employer is required to provide on the job.

9.13           **Physical Exams**

When employees are required as a condition of continuing employment to have medical examinations, the cost of such examinations shall be borne by the District. If employees request to use a doctor of their choice rather than one designated by the District, they shall be reimbursed in an amount equal to the rates established by the District's designated doctor. The District may designate the doctor when the medical examination is for job performance reasons.

9.14           **Workshift Assignments**

9.14.1        Third Shifts

The District agrees to the following staffing arrangements on the third shift:

- 9.14.1.1      At no time shall the District schedule less than three (3) custodians working a third shift. The District shall make every reasonable effort to provide a qualified substitute for any absence.

9.15           **Work Schedules**

- 9.15.1        The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays, workweeks, worksites and workyears. The District shall make every effort not to change an employee's work schedule more

than once during the school year excluding summer vacations and holidays.

9.15.2 Changes in Work Schedules

Except in cases deemed an emergency by the District, two (2) weeks, when feasible, advance written notice of a change in work schedule will be given affected employees. When a schedule change will affect a significant number of employees, the Union will be notified of the change.

9.15.3 Temporary Changes in Work Schedules for Part-Time Employees

An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

9.16 **Rest Periods**

All employees shall be granted rest periods as follows: three (3) hour employees shall have one (1) ten (10) minute break; four (4) hour employees and five (5) hour employees shall have one (1) fifteen (15) minute break; six (6) hour and seven (7) hour employees shall have two (2) ten (10) minute breaks; and eight (8) hour employees shall have two (2) fifteen (15) minute breaks.

9.16.1 Appropriate time for rest periods shall be arranged by the employee's supervisor.

9.16.2 The provisions of 17.1 shall be posted in those locations at each site commonly frequented by classified employees.

9.17 **Lunch Period**

An unpaid lunch period of at least thirty (30) minutes will be granted employees who work four (4) or more hours during a day. In those cases where the District requires an employee to remain on duty during his/her lunch period, such employee will be paid for the lunch period at his/her regular rate of pay.

9.18            **Summer Assignments**

9.18.1           All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

9.19            **Work Location(s)**

The school(s) or site(s) at which an employee performs his/her assigned duties.

## **ARTICLE 10--HOLIDAYS**

### **10 Holidays**

#### **10.1 Eligibility--Designated**

All probationary and permanent employees except weekend and holiday watchpersons shall be entitled to holiday pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the winter recess shall be paid for December 25 and January 1, provided they were in a paid status during any portion of the working day immediately preceding or succeeding the winter recess.

##### **10.1.1 Eligibility--Board-Granted Holidays (Day after Thanksgiving, all of winter vacation, except for three and one-half [3-1/2] workdays, one and one-half [1-1/2] days during spring vacation.)**

All probationary and permanent employees, except weekend and holiday watchpersons, are entitled to the day after Thanksgiving, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

All probationary and permanent employees, except weekend and holiday watchpersons and construction inspectors (including lead), are entitled to the winter and spring recess holidays, provided they are normally required to serve during the winter and spring recess periods and they are in a paid status during any portion of the working day immediately preceding or succeeding the holidays. For purposes of determining eligibility for the one and one-half (1-1/2) days during spring vacation, if the employee is in a paid status immediately preceding and succeeding the spring vacation period, the employee will be considered as being eligible for those holidays.

### **10.2 Holiday Pay**

#### **10.2.1 Holiday Pay--Full Time**

All eligible probationary and permanent employees shall receive holiday pay at his/her regular rate of pay.

10.2.2      Holiday Pay--Part Time

All eligible probationary and permanent employees shall receive holiday pay at the prorated rate which he/she usually receives for his/her part-time working day.

10.2.3      Holidays Designated

January 1 ..... New Year's Day

January 15 ..... Martin Luther King Day  
(or as designated by the District)

February 12 ..... Lincoln's Day

Third Monday in February ..... Washington's Day

Last Monday in May ..... Memorial Day

July 4 ..... Independence Day

First Monday in September ..... Labor Day

November 11 ..... Veteran's Day

Fourth Thursday in November ..... Thanksgiving Day

December 25 ..... Christmas

10.2.4      Holidays--Board Granted

- a.      Day after Thanksgiving Day.
- b.      Winter vacation, except three and one-half (3-1/2) workdays.
- c.      One and one-half (1 1/2) days during spring vacation

10.2.5 Holidays--Observance

If a recognized holiday falls on Sunday, the following Monday is to be considered a holiday. If a recognized holiday falls on a Saturday, the preceding Friday is a holiday.

10.3 **Calendar Committee**

10.3.1 A District wide voluntary calendar committee shall be comprised of the following individuals: (1) two District personnel; and (2) two Union representatives from the following Unions: (a) SEIU; (b) SCTA; (c) UPE; and (4) Teamsters. Participation in the District wide calendar committee is voluntary only. Any Union electing not to participate in the calendar committee may exercise its right to negotiate those aspects of the District calendar which fall within the scope of bargaining as a separate process. The District does not, hereby, waive any right it may have to deny negotiation upon any aspect of the calendar which is not within the scope of bargaining.

10.3.2 The District agrees to develop a proposed or tentative calendar for the following school year (or multiple school years) and submit this proposed or tentative calendar to the District wide calendar committee by March 1.

10.3.3 The District wide calendar committee shall meet at a mutually agreeable time and place to discuss the District=s proposed calendar. If consensus is not achieved on any particular aspect or item of the District=s proposed calendar, the status quo from the prior year will be implemented on that particular item.



## **ARTICLE 11--VACATIONS**

### **11           Vacation Allowance**

Probationary and permanent employees shall be entitled to vacation allowance based on 173.33 hours/month on the following basis:

Years of Service	Vacation Rate Per Hour Except Overtime	Approximate Number of Vacation Days Per Year For a Full-Time Employee			
		12 Mo.	11 Mo.	10 Mo.	9 Mo.
1 - 15	.0072	15	13.75	12.5	11.25
16 or more	.00962	20	18.25	16.50	15.00

11.1           Vacation allowance for part-time employees shall be computed at the appropriate vacation rate for all hours worked excluding overtime.

11.1.1       After the completion of not less than six (6) months of service, employees shall be entitled to use earned vacation.

### **11.2           Pay for Earned Vacation**

11.2.1       Employees earn vacation pay at the range and step of straight time pay for the position to which the employee is regularly assigned at the time the vacation is commenced, including shift differential, professional growth credits, and longevity steps.

11.2.2       Upon separation from service (after six [6] months of employment or more), the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

11.2.3       Employees with accumulated vacation shall be allowed to cash out up to two (2) days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department. Requests received by Payroll by November 1 will be reimbursed by December 31 and requests received by Payroll by May 1 will be reimbursed by June 30.

11.3           **Computation of Vacation Time**

11.3.1           Vacation time shall be computed on the basis of hours of paid status.

11.3.2           Employees assigned to a work vacation group of less than twelve (12) working months shall be credited with a full year of service for each school year completed for computation of increased vacation benefits.

11.3.3           In determining increased vacation benefits, prior service of an employee who resigns and is re-employed within one (1) year shall be counted.

11.4           **Vacation Scheduling**

11.4.1           Vacations must be approved in advance by the supervisor. If the vacation requests of two (2) or more employees in the same classification conflict, the decision will be made by the supervisor who will consider the needs of the District and the preference of employees. All other things being equal, the employee with greater District seniority will be given preference.

Approved requests for vacation may not be arbitrarily rescinded. If the request for vacation is denied by the supervisor, the employee may appeal the denial to the next management level whose decision shall be final.

11.4.2           No vacation shall be granted prior to the time it is earned, except that the unit administrator, or designee, may approve advance vacation leave.

11.4.3           Earned vacation is to be taken within twelve (12) months following earning except that a maximum of twelve (12) days may be accumulated beyond that period. After the completion of five (5) years of District service, fourteen (14) days may be accumulated.

11.4.4           Vacation time cannot be used by employees in less than one hour increments.

11.4.5           Employees employed for less than twelve (12) months shall be paid for their vacation in lieu of being permitted to take vacation

during the school year.

- 11.4.6 Approvals or disapprovals of vacation requests from twelve (12) month employees shall take into account work schedules, work loads, and the desires of the employee.

- 11.4.7 Twelve month employees are strongly encouraged to utilize their vacation during the school year. All reasonable attempts shall be made to accommodate the requests of employees scheduling vacation. If a twelve month employee is prohibited from utilizing his/her vacation during the school year (July 1 to June 30), any vacation days over and above the maximum accrual shall be paid to the employee after the end of the school year in which it was accrued and not taken.

11.5 **Holiday While on Vacation**

If a holiday occurs during an employee's vacation period, such employee shall be compensated for that day as a holiday.

11.6 **Illness While on Vacation**

In the event an employee on vacation becomes ill, the employee may contact his/her supervisor and report the illness. If the employee wishes to have the illness charged to sick leave rather than vacation leave, the employee shall notify his/her supervisor in writing of such request.

11.7 **Transfer Of Vacation Credit**

A permanent classified employee may transfer accumulated vacation credits to another District employee consistent with the terms of this Agreement. Any intended transfer of vacation credit must first be noticed to the Payroll Office.

## **ARTICLE 12--LEAVES**

### **12.1 Definition**

- a. A employee is absent or on leave when not performing duties as assigned by an authorized official of the District. An employee is not considered absent or on leave if officially authorized to perform duties at places other than his/her usual place of assignment. Such authorized assignments are not to be reported as absences.
- b. The immediate family is defined to include spouse, domestic partner who has been formally certified pursuant to the certification procedures required by state law, children, parents, grandparents, sisters, brothers, parents in-law, sons-in-law, daughters-in-law, grandparents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces and nephews, foster children, step-children, step-parents, adopted children, foster parents, legal guardians, grandchildren of the employee or employee's spouse, or any other relative living in the immediate household of the employee or any person serving in locus parentus. For purposes of the leave article only, an individual who is named on the emergency card or personnel action form of an employee will also qualify as a member of the immediate family.

### **12.2 Sick Leave for Personal Illness**

- 12.2.1 Sick leave is earned by all probationary and permanent employees at the rate of one (1) day for each calendar month of service, with an annual maximum of twelve (12) days. However, no employee who works an entire school year shall receive less than ten (10) days sick leave per year. A school year is defined as that period of time in which students must be in school. A calendar month of service shall be defined as no less than seventy-five per cent (75%) of the required working days of any calendar month for an employee.
- 12.2.2 The number of days of sick leave a classified employee is eligible to earn during a fiscal year shall be available to him/her at any time during the fiscal year. However, a new employee shall not be eligible to take more than one-half (1/2) of the number of days of sick leave earnable in that year until he/she has completed six (6) months of active service with the District.

- 12.2.3 Any employee who leaves the service of the District, after having used more sick leave days than have been earned, shall have a deduction made in the salary due for each excess day. In case no salary is due, such employee at the time of termination of service shall be billed for repayment of pay received for unearned sick leave.
- 12.2.4 Sick leave may be accumulated from year to year without limit.
- 12.2.5 Upon retirement, unused sick leave shall be counted in computing retirement benefits according to Public Employees Retirement System regulations.
- 12.2.6 An employee, while on unpaid leave of absence, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the leave.
- 12.2.7 In case an employee severs all official connection with the District and is re-employed within thirty-nine (39) months of termination, all unused sick leave credits on file at the close of the prior employment period shall be reinstated.
- 12.2.8 For personal illness absence of any employee exceeding seven (7) consecutive workdays, a physician's statement verifying the illness shall be provided by the employee in addition to providing notice of such illness as provided for in 12.2.12. For extended illness absence, a physician's written statement relative to necessity for continued absence is required.
- 12.2.9 Nothing shall prevent the superintendent or the Chief Personnel Officer, or any member of the superintendent's cabinet, from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim for sick leave.
- 12.2.10 A classified employee shall once a year be credited with a total of not less than 100 working days of sick leave, including days to which he/she is entitled under 12.2.1, and 12.2.4 above. Such days of paid sick leave in addition to those allowed under 12.2.1, and 12.2.4 above, shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacations, or compensating time to which the employee is entitled;

but no half-pay sick leave shall be allowed until full-pay sick leave has been exhausted. Sick leave earned in accordance with 12.2.1 shall run concurrently with the 100 working days of sick leave of this section. For example, if an employee has accumulated twenty-five (25) days of sick leave earned under 12.2.1, he or she shall be entitled to (after his or her full paid sick leave has been exhausted) seventy-five (75) working days of sick leave compensated at fifty percent (50%) of the employee's regular salary.

12.2.11 An employee may use sick leave for medical/dental appointments in increments of one (1) hour or more. The portion of sick leave used shall only cover the amount of time the employee was actually absent from his/her worksite for the appointment unless a substitute has been retained.

12.2.12 Except as provided in 12.3.1, an employee must notify the District in a manner determined by the site administrator of any absence due to illness or injury at least one hour before the scheduled work day on the day that each absence occurs, unless the employee has already provided notice for that work day(s) or unless the employee is on an attendance control plan.

12.2.13 All nine, ten and eleven month permanent employees who work temporarily or, on a per diem payroll during the summer or intercession shall be able to utilize one (1) paid day of sick leave during the summer or intercession, per school year.

### 12.3 **Sick Leave for Personal Necessity**

12.3.1 Leave of absence, not to exceed nine (9) days per fiscal year at the employee's election, may be used for any of the following, and prior approval shall not be required, except to give as much notice as possible to the employee's principal or other administrator in charge so that a substitute may be obtained. Such notice shall be given in a manner mutually agreed upon between the employee and the principal or other administrator in charge.

- a. Death, accident or illness involving the employee's immediate family, other relatives or close friends; accident involving the employee's personal property, or the personal property of his/her immediate family or other relatives.
- b. Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control; not less than one (1) full day of leave may be used for this purpose.

- c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- d. To attend weddings, anniversaries, reunions, funerals and high school and college graduations honoring members of the employee's immediate family.
- e. To attend to legal or business matters necessary for the well-being of the employee or a member of his/her immediate family.
- f. To take examinations or engage in other activities related to advanced training which are required to hold the employee's position in the District which cannot be scheduled during off-duty hours. (In such cases, the employee shall attach to his/her Employee Absence Report satisfactory written evidence of the requirement.)

12.3.2 Sick leave for personal necessity may not be used for any of the following:

- a. attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience;
- b. religious observances;
- c. the extension of holidays or vacation periods;
- d. accompanying a spouse on a trip when such travel is not otherwise authorized by these regulations;
- e. seeking or engaging in remunerative employment;
- f. engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.

12.3.3 The employee's election to use his/her sick leave credits for any allowable purposes shall be indicated on the Employee Absence Report which shall be attached to the Payroll Section's copy of the

Monthly Absence Report of Regular Employees. The Employee Absence Report form shall show the reason for the personal necessity leave, as listed in 4.2.1.1 through 4.2.1.6 above, on the reverse side. On the day of return the employee shall sign the form.

#### 12.4

#### **Medical Leave**

A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of 18 months.

An employee, upon ability to resume the duties of a position within the class to which he was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. He shall be restored to a position within the class to which he was assigned and, and if at all possible, to his position with all the rights and benefits consistent with the provisions of this Agreement.

If at the conclusion of all leaves of absence, paid or unpaid the employee is still unable to assume the duties of his position, he shall be placed on a re-employment list for a period of 39 months.

At any time, during the prescribed 39 months, the employee is able to assume the duties of his position he shall be re-employed in the first available vacancy in any classification at the same or lower range for which he/she is qualified. The employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.



**12.5 Industrial Accident or Illness Leave**

- 12.5.1 All permanent and probationary personnel shall be granted industrial accident or illness leave with full pay for each such accident or illness, provided that the number of days taken does not exceed sixty (60) days on which service was required. Employees shall be eligible for such leave on and after the first day of required service.
- 12.5.2 Industrial accident or illness is defined as illness or injury which qualifies under State Worker's Compensation Insurance as being work connected, and is verified by a physician.
- 12.5.3 Industrial accident or illness leave shall commence on the first day of absence, shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award, and shall not be accumulated from year to year.
- 12.5.4 During such leave of absence, the employee must remain within the State of California unless specifically authorized to travel elsewhere by the superintendent.
- 12.5.5 Upon termination of such leave of absence, the employee shall be entitled to regular sick leave benefits, provided that if temporary disability indemnity is continued, he/she may take only as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than full salary. In such cases, for each day of absence the employee's accumulated sick leave credits shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
- 12.5.6 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement and other authorized contributions.
- 12.5.7 When entitlement to sick leave benefits is exhausted, if worker's compensation is still being received, an employee may elect to use any vacation, compensated time off, or other available leave provided by law or action of the Board, with the same provisions for reduction in such benefits and endorsement of disability payments as listed above.

12.5.8 When all entitlement to benefits outlined above, including health leave is exhausted, if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When physically qualified and available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. When an employee has been placed on a re-employment list and has been medically released for return to duty, failure to accept an appropriate assignment results in a waiver of re-employment rights.

12.6 **Emergency Leave**

A maximum absence of three (3) days with full pay during any one (1) school year shall be authorized for the sudden and unexpected illness or injury requiring the presence of the permanent or probationary employee for emergency care or attendance of an ill or injured member of the immediate family.

12.7 **Imminent Death Leave**

12.7.1 Three (3) days per year on full pay shall be granted to each probationary and permanent employee in case of the serious illness or accident, with death imminent, of each member of the immediate family. In the event that death does not occur, the necessity for this type of absence shall be verified by a written and signed statement of the attending physician, specifically stating that death was imminent.

12.7.2 A maximum of two (2) days leave with deduction only of the amount required to pay a substitute shall be granted to probationary and permanent classified employees in addition to each leave granted for imminent death, if the days are necessary for travel or the settlement of legal or family problems.

12.8 **Bereavement Leave**

Four (4) days, or five (5) days if travel in excess of 250 miles is required, on full pay shall be granted to each probationary and permanent classified employee in the event of the death of each

and every member of the immediate family. If travel over 250 miles is required, the employee shall indicate on the Employee Absence Report form the city and state to which such travel was necessary.

**12.9 Jury Duty Leave**

12.9.1 Any employee shall be granted the necessary time off when required for jury duty. An employee absent for jury duty will receive the difference between regular pay and jury duty pay.

12.9.2 Employees shall notify their supervisor immediately upon receiving notice of jury duty.

12.9.3 In those cases where an administrator feels that the absence for jury duty would entail undue hardship on the public, the administrator may request an exemption from the jury commission.

**12.10 Subpoena Leave**

A maximum absence of three (3) days leave with part pay (as defined above) during any one (1) school year is authorized to all employees for an involuntary subpoena in a hearing before a judge or in a case before a court of law, provided such emergency leave of absence shall be verified by a copy of the subpoena order.

**12.11 Leave for Childbirth**

A one (1) day leave with pay shall be granted to a permanent or probationary employee at the birth of his or her child, or on the day of final legal adoption of a child, or on the day of initial adoptive placement of a child. This one day of paid absence shall not be charged to sick leave, vacation, or any other paid absence.

**12.12 Parental Leave**

12.12.1 Parental leave is available to all permanent employees without pay, except for the sick leave described below. In addition to childbearing, infant care duty subsequent to childbirth and adoption constitute valid reasons for taking a leave. While on parental leave, the employee's position shall be held for him/her, subject only to regulations involving involuntary transfers because of surplus positions or reductions in force.

- 12.12.2 Within not less than twenty (20) working days prior to the date the parental leave is desired, an employee shall file in the Classified Personnel Services Department an application form which shall specify the beginning and ending dates of the requested leave. If the requested leave is for pregnancy, the application form shall be accompanied by a written statement by the employee's physician specifying:
- a. the expected date of confinement, and
  - b. the length of time she can continue working safely.
- 12.12.3 Parental leave may be granted for up to the balance of a fiscal year and may be extended in quarterly increments up to a maximum of two (2) years. Extended leaves of this type may be granted only to one (1) parent in those cases where both parents are employees of the District.
- 12.12.4 During the parental leave, illness or disability related to childbirth for which accumulated sick leave could be used under District regulations will be paid upon proper application and certification by a physician.
- 12.12.5 In case of terminated pregnancy, an employee may return to service prior to the expiration date of the leave if she so desires and a position for which she is qualified is open, and upon the written statement of a physician that the employee is physically able to perform her normal duties. When the District is able to identify a position, the employee will be assigned temporarily to that position until such time as the employee's regular position becomes available.
- 12.12.6 **Family Leave**
- Unit members will be provided benefits under the Family Medical Leave Act and the California Family Rights Act, Government Code Sections 12945.2 and 19702.3. Please see Attachment AA for a full description of a unit members' rights under the Family Medical Leave Act and California Family Rights Act. The rights under this Section shall not be subject to arbitration under Article 18 of the Agreement. The leave provisions herein will be modified to the extent necessary to conform to the provisions of these Acts.

12.13      **Quarantine**

Any employee absent from work due to quarantine enforced by public health authorities, but who is not personally sick, gets leave with full pay and the absence shall not be charged against accumulated or current sick leave credit. However, if the employee is sick and is under medical quarantine, the days of absence shall be counted against accumulated and current sick leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.

12.14      **Natural Disaster**

Any employee absent from work due to a natural disaster as declared by an appropriate governmental agency shall receive leave with full pay during such absence.

12.15      **Religious Observances**

Leaves shall be granted to probationary and permanent employees with part pay for not more than three (3) days in any school year for the observance of religious holidays.

Part pay is twenty-five per cent (25%) of the employee's regular compensation or the difference between the employee's regular compensation and the rate for a substitute, whichever is lower.

12.16      **Duty with the Armed Forces Leave**

A short-term leave of absence shall be granted to any employee who is a member of the Reserve Corps of the United States or of the National Guard or Naval Militia for a period not to exceed 180 calendar days during any one (1) fiscal year. Such leave will be granted only upon presentation of official orders from military organizations to the employee seeking leave. Any such employee who has been employed by the District not less than one (1) year or who has a combination of District service and recognized military service of not less than one (1) year, immediately prior to the day on which the absence begins, shall be entitled to receive his/her full District compensation as such employee for the first thirty (30)

calendar days of such absence--provided, however, such salary or compensation is limited to only thirty (30) calendar days of pay for military leave of absence during any one (1) fiscal year.

## 12.17 **Military Leave**

Any permanent or probationary employee who enlists or is drafted into the recognized military forces of the United States shall be granted a leave of absence for such military service without pay. Employees reinstated after military leave expires shall be entitled to all benefits accumulated prior to enlistment and seniority accrued during enlistment.

### 12.17.1 Duration of Leave

Military leaves of absence shall be terminated ninety (90) days from the date of release from active service or within six (6) months after any rehabilitation afforded by the United States or the State of California following such military service. Upon presentation of photostatic or certified copies of discharge papers or official documents showing the date of entry and date of release from active service, such employees shall be reinstated to their former position.

## 12.18 **Peace Corps**

An employee who has completed three (3) consecutive years of service in the District may be granted a leave of absence for Peace Corps service. The leave without pay will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service. When such leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving but not necessarily the same position. Year-for-year salary credit will be granted for such experience if it is properly verified to be primarily a job classification similar to that to which the employee returns.

## 12.19 **Educational Improvement**

A leave without pay may be granted to an employee who has completed three (3) consecutive years in the District for a period not to exceed eighteen (18) months to participate in educational or specialized courses of study if determined by the Personnel

Services Office to be in the best interests of the District. Such leave shall require official documentation of the nature of the proposed project.

**12.20 Educational Organization Leave**

Any employee who holds state or national office in a recognized state or national organization other than the exclusive representative devoted to the improvement of public education including related support services may be authorized to be absent, without loss of pay, in order to perform the necessary duties of the office, provided no other expense to the District shall be involved, as follows:

12.20.1 A maximum of ten (10) days for the office of president.

12.20.2 A maximum of five (5) days for the office of vice president, secretary, treasurer, local delegate or member of the board of directors.

**12.21 Leave for Union Business**

12.21.1 Upon written request by the Union, the District will grant unpaid leaves for Union business.

12.21.2 No more than three (3) employees may be on leave for Union business at the same time. Leaves will be granted for a precise period of time which will be set forth in writing at the time the leave is granted. No leave will be granted for a period of time less than six (6) months or in excess of two (2) years.

**12.22 Short-Term Leaves**

All requests for short-term leaves of absence shall be made in advance orally to the immediate supervisor or unit administrator, except for "duty with the Armed Forces" and "Personal" which must be requested in advance, in writing, on forms provided by the District. During a short-term leave of absence, the District shall continue to pay for group insurance programs provided the employee is in a paid status.

12.23            **Short-Term Personal Leave**

Short-term leaves without pay may be granted for the personal convenience of any employee at any time, subject to the following conditions:

- 12.23.1        They shall be of the shortest duration necessary to accomplish the desired objective but not less than one-half (1/2) day, and shall not exceed a total of ten (10) days in any fiscal year except by approval of the assistant superintendent, Personnel Services Office.
- 12.23.2        Short-term leaves may be granted to any steward, Union officer(s), Union executive board member, or employees designated as Union delegates for Union business when requested by the business representative of the Union and approved by the superintendent's designee for employee relations.
- 12.23.3        They shall be granted only where the demonstrated need cannot be fulfilled outside the regular duty hours.
- 12.23.4        The recommendation of the employee's principal or other administrator in charge is required, along with verification that the absence will not seriously affect the program.
- 12.23.5        When a substitute is required, the leave shall be granted only if a qualified substitute is available.
- 12.23.6        Upon approval of the Personnel Services Office, the leave may be granted for any of the following reasons:
  - a.        to attend to legal matters involving the employee or his/her family;
  - b.        to attend to matters relating to the health or safety of the employee or his/her family;
  - c.        to attend meetings, conferences, or conventions of organized groups devoted to civic, educational, social or cultural improvement for which full or part pay is not provided;
  - d.        to be married or attend weddings of members, of the family



- or intimate friends;
- e. to attend ceremonies honoring members of the employee's family;
- f. to take examinations to meet other requirements for advanced training or professional improvement;
- g. to attend to urgent matters affecting the employee's economic well-being;
- h. to attend funerals or to be with members of the employee's family or intimate friends in times of bereavement, serious illness or other crises in those cases where other leaves provided for this purpose are not available;
- i. to keep doctor's or dentist's appointments which cannot be arranged during off-duty hours.

12.23.7 Leave shall not be granted for any of the following reasons:

- a. to seek or engage in outside remunerative business;
- b. to attend functions solely for the employee's pleasure;
- c. to extend holiday or vacation periods for personal convenience.
- d. to accompany a spouse on a trip when such travel is not otherwise authorized by these rules;
- e. engaging in a strike demonstration, picketing, lobbying, rally, march, sick-out or any other activities related to work stoppage.

12.23.8 Exceptions to any of the above may be made only with express approval of the superintendent or the Board.

## 12.24 **Long-Term Leaves**

Applications for long-term leaves of absence must be made on

forms provided by the Personnel Services Office, and are subject to approval by the Board.

No member of the bargaining unit shall be granted more than the equivalent of two (2) fiscal years of long-term leaves of absence for any reason in the ten-year period commencing with the beginning day of the first long-term leave. When a leave is for six (6) months or more, the employee shall be transferred to unassigned status with no right to return to their previous assignment. Upon expiration of the leave the employee shall be placed in accordance with the Layoff Procedures of Article 20

During unpaid long-term leaves of absence, the District will not pay for group health, life and accident insurance. However, the employee may make arrangements with the District insurance office to continue coverage by making direct payment of premiums.

Employees granted long-term leaves of absence must give written notice no less than thirty (30) days before the expiration date of the leave regarding intention to return.

#### 12.25

#### **Long-Term Personal Leave**

Long-term leaves without pay may be granted by the Board upon the recommendation of the superintendent or the assistant superintendent, Personnel Services Office, for the personal convenience of employees who have completed three (3) consecutive years in the District, subject to the following conditions:

- a. They shall not be granted for less than three (3) months nor more than one (1) year.
- b. They shall not be granted unless a qualified substitute is available.
- c. Personal convenience leaves shall not be granted to permit an employee to accept other employment unless in the opinion of the superintendent or designee it would be in the best interests of the District for the employee to do so.

12.26      **Permanent Classified Employees Accepting Probationary Contract**

12.26.1      A permanent classified employee of the District who is offered and accepts a probationary contract for certificated employment within the District shall be required to resign his/her classified position but will retain the rights as outlined in sections 12.26.2 through 12.26.4 below.

12.26.2      If the employee is nonreelected from his/her certificated position at the end of either the first or second year, the employee shall be placed on the 39-month classified employee reemployment list (effective the first date following his/her last date of employment as a certificated employee) and assigned to the next available vacancy based upon his/her District seniority in the classification from which he/she resigned and shall not have any displacement (“bumping”) rights.

12.26.3      If an employee under this section becomes a permanent certificated employee of the District he/she shall no longer have any rights to reemployment as a classified employee under this Agreement. Moreover, if an employee is released during his/her first or second probationary year of certificated employment for cause, he/she shall have no return rights to his/her classified position.

12.26.4      Employees nonreelected after their first or second probationary year shall only have the right to be placed in the next available vacancy as indicated above, and shall not have any displacement (“bumping”) rights.

12.27      **Permanent Classified Employees Accepting Temporary Contract for Certificated Employment**

12.27.1      A permanent classified employee, who is otherwise qualified for long-term personal leave under section 12.2.4 of the contract, who is offered and accepts a temporary contract for certificated employment in the District, shall be required to take a long-term personal leave from his/her classified duties for the term of his/her certificated temporary contract. Any such employee who has requested, and has been granted, long-term personal leave shall be placed on “unassigned” status, with return rights to the classification and percent of time from which he/she took leave from, but will not have return rights to the original work location or position.

- 12.27.2 The parties agree, that the position from which the classified employee is leaving in order to accept the temporary contract for certificated employment, shall be filled, at the direction of the District, by a probationary employee.
- 12.27.3 Any employee covered by this section who is on a long-term personal leave shall be required, no later than thirty (30) days prior to the expiration of the leave, to notify the Director of Classified Personnel in writing of his/her intent to return to classified employment. At the expiration of the employee's temporary contract/leave the employee shall be returned to his/her classification in accordance with the Layoff Procedure of Article 20.
- 12.27.4 If the employee fails to provide thirty (30) days written notification, as discussed above, it shall be deemed an indication that the employee does not intend to return to his/her classified employment with the District. As such, the employee will be deemed to have waived his/her right to return to duty as outlined above. Any such employee shall be placed on the 39-month reemployment list and shall be offered the next available vacancy in the classification from which he/she resigned based on his/her District seniority unless the reasons for his/her release from his/her certificated assignment are cause for dismissal of a permanent employee. The effective date to be placed on the 39-month reemployment list shall be the date following the last day of his/her employment as a certificated employee. Employees placed on the 39-month reemployment list shall not be entitled to displacement ("bumping") rights.
- 12.27.5 Both parties agree that this process shall be used prospectively for all future classified employees who accept probationary or temporary contracts for certificated positions.

12.28 **Abuse of Leave Provisions**

If it is unquestionably established through documentation and/or first-person testimony that the employee has abused the leave privilege, he/she may be subject to salary deduction and/or disciplinary action.

## **ARTICLE 13--TRANSFERS / PROMOTIONS**

### **13 Definitions**

13.1 A voluntary transfer is one which is initiated by the employee and involves either a change in work location without a change in classification.

13.1.1 An involuntary transfer is one which is initiated by the administration and involves a change in work location without a change in classification, or a reassignment to another job classification which does not result in a decrease in salary.

13.1.2 A promotion is a reassignment from a position in one class to a position in another class having a higher maximum rate of pay.

13.1.3 For the purpose of this article, a vacancy is a board authorized position in the classified service for which there is no incumbent.

13.1.4 Included among compelling reasons shall be the Board's adopted affirmative action policy.

### **13.2 Notices of Vacancies**

13.2.1 Notices of Vacancies shall be given by the Personnel Services Office as follows:

13.2.1.1 By publishing Notices of Vacancy which are posted in a common area in each school and office with a copy mailed to the Union.

13.2.1.2 Notices of Vacancy shall include job classification title, duties/essential functions, minimum qualifications, work year, salary range, and worksite and hour if known. Additional information may include, among other things, work shift assignment, start date, testing requirements and the date, time and location of testing.

13.2.2 Notices of Vacancies may be used to announce a specific opening or to create an eligibility list from which future vacancies are to be filled.

13.2.3 Notices of Vacancies shall be posted for a minimum of eight (8) working days.

- 13.2.4 Notices of Vacancies shall be numbered in order of issuance.
- 13.2.5 Vacancies which are anticipated to last less than six (6) months may be posted at the discretion of the District. If such short-term vacancies are extended beyond six months, they shall be posted.
- 13.2.6 Notices of Vacancies shall not be required for vacancies which must be utilized in effecting administrative transfers.
- 13.2.7 A list of personnel transactions approved by the Board shall be sent to the Union.
- 13.2.8 The District will provide the Union with copies of existing classified eligibility lists.
- 13.3 **Transfers--Voluntary**
- 13.3.1 All permanent unit employees may request a transfer for each numbered Notice of Vacancy by submitting a classified "Request for Transfer" form to the Classified Personnel Office.
- 13.3.2 Any permanent employee who accepts a voluntary transfer (change in work location without a change in classification) shall be allowed to release himself/herself for any reason within thirty (30) calendar days of beginning his/her assignment. Likewise, the District shall be allowed to release an employee within thirty (30) calendar days of the employee beginning work in the new assignment. Any employee released under this section shall be returned to the site or administrative unit, classification, and hours to which they were employed immediately prior to the transfer.
- 13.4 **Transfers--Administrative**
- 13.4.1 In cases where changes are deemed essential and necessary in the best interests of the District, the assistant superintendent, Personnel Services, or designee, may administratively transfer employees; such employees shall be notified and given an opportunity to be heard and protest the transfer.
- 3.5 **Selection Procedures**
- 13.5.1 Within a reasonable period of time following the final filing date

for any Notice of Vacancy, the Classified Personnel Services Office shall do the following:

- a. Screen all applicants for minimum qualifications as indicated on the classification specification.
- b. Administer appropriate test and/or other screening procedures as deemed necessary.
- c. Ensure that at least 50% of those referred interview candidates are the most senior eligible District employees. In any case where there is less than 50% eligible District employees, all eligible District employees shall be referred for interview.

13.5.2 Qualified District employees shall be given consideration before qualified persons from outside the District are considered. Equal opportunity for advancement shall be extended to all qualified employees of the District.

13.5.3 Absent exceptional circumstances, every school and administrative unit shall conduct a panel interview for determining the best qualified candidate. The panel composition shall be determined by the District, however, each panel shall have at least one bargaining unit member selected by the Union from the site or administrative unit.

In order for the Union to identify at least one bargaining unit member for the panel, the union shall receive the date and time of the interview at least one school day before the interview. In all cases, the site's or administrative unit's administrator shall be responsible for selection of the best qualified candidate, subject to board approval.

13.5.4 Selection shall be made on the basis of the individual qualifications and capabilities of the candidate, current and previous work performance, District seniority including time spent in a related occupational classification, affirmative action guidelines, and performance evaluations.

13.5.5 Candidates who are interviewed will be notified concerning their status in writing within ten (10) working days after the successful candidate is notified of his/her selection.

13.5.6 Unsuccessful applicants may make a written request for

explanation to the Classified Personnel Services Office. Such requests will be answered in writing within fifteen (15) working days.

13.5.7 **Promotional Period**

All new District employees and current District employees selected for a promotional position in a class with a higher maximum rate of pay shall serve a probationary period of one (1) year from the date of hire as a probationary employee in the new classification. An employee who fails to complete successfully his/her promotional probationary period, shall be reassigned to the class from which promoted unless the reasons for release are cause for dismissal of a permanent employee.

13.8 **Voluntary Demotion**

An employee may request in writing to the Personnel Services Office a voluntary demotion. A voluntary demotion would include a reduction in hours or a change to a classification with a lower maximum salary rate.



## **ARTICLE 14--PERFORMANCE EVALUATIONS**

### **14 Purposes of Performance Evaluations**

14.1 There shall be three (3) major purposes of the performance evaluation system:

14.1.1 The identification, reinforcement and improvement of skills, attitudes and abilities which will result in better performance for classified employees.

14.1.1.2 A determination as to whether an employee should be retained, released or dismissed.

14.1.1.3 A factor to be used in consideration for promotions.

### **14.2 Responsibility for Evaluations**

14.2.1 The responsibility for the formal evaluation of bargaining unit employees assigned to a specific school or other administrative unit rests with the principal or administrator in charge. Such evaluation is to be based upon observation of the employee's work, spaced over a sufficient period of time to allow for an adequate sampling of the employee's performance. If the principal or administrator is unable to adequately observe the employee's performance, the evaluation process shall be delegated to the direct supervisor. However, final responsibility rests with the principal or administrator.

14.2.2 The District shall designate the appropriate persons in 2.1 above.

### **14.3 Evaluation Schedule**

#### **14.3.1 Probationary Period and Evaluations**

The probationary period of all employees shall be for one (1) year from date of hire as a probationary employee. If a long-term substitute or temporary employee or a short-term employee whose service is performed at the same school or site with the same

immediate supervisor is appointed as a probationary employee to the same position, or to another position in the same class, which he/she held as a substitute or temporary or short-term employee, the time served in the long-term substitute or temporary or short-term status shall be counted in computing the completion date of the probationary period, provided there is no break in the service of such employee.

14.3.1.1 Within thirty (30) calendar days of service in a regular position, each classified employee shall meet with the principal or administrator assigned to conduct his/her evaluation to review his/her assignment, work expectations, and discuss the probationary evaluation process. Following the completion of 90 calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation, which shall be completed no later than sixty (60) calendar days prior to the completion of their probationary period, unless mitigating circumstances delay the process.

14.3.1.2 Should an employee's first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation prior to receiving his/her final probationary evaluation.

14.3.2 Probationary Employee Release

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, with or without cause, release a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing nor to any of the procedures of Article 19 (Disciplinary Procedures).

14.3.3 Permanent Employees

All permanent employees shall receive a regular evaluation once every two (2) years according to the following schedule:

14.3.3.1 An employee whose social security number ends in an even number shall be evaluated in even years.

14.3.3.2 An employee whose social security number ends in an uneven number shall be evaluated in years ending in an uneven number.

- 14.3.3.3 Even or uneven years refer to the year in which school year ends (e.g., 1983-84 is an even year).
- 14.3.3.4 Each permanent employee shall be given a pre-evaluation conference no later than November 30. This pre-evaluation conference shall be to review the evaluation procedures and to identify additional items which the employee or his/her principal or administrator may wish to include in the evaluation.
- 14.4 **Evaluation Reports**
- 14.4.1 Forms
- 14.4.1.1 All performance evaluations shall be made on forms which are mutually agreed to by the parties. The District proposes that the parties establish a sub-committee to revise the current evaluation instrument.
- 14.4.1.2 A form provided by the District will be used until the Union and the District have mutually agreed to a changed form.
- 14.4.2 Special Evaluations
- 14.4.2.1 Additional reports may be submitted on probationary and permanent employees whenever the employee's supervisor feels such reports will contribute to improvement of performance.
- 14.5 **Evaluation Procedures**
- 14.5.1 Evaluation Conference
- 14.5.1.1 Prior to completion of the final evaluation the employee and his/her principal or administrator shall meet to review the content of the evaluation as well as the evaluation's recommendations and conclusions.
- 14.5.2 Signing the Evaluation
- 14.5.2.1 The evaluation report shall be signed by the employee to indicate receipt only and he/she shall be given a signed copy. A copy will be placed in the employee's permanent personnel file.

14.5.3        Employee Response

14.5.3.1      The employee shall have ten (10) working days to respond to his/her immediate supervisor or unit administrator on any area of the evaluation in writing. Written responses from the employee shall be permanently attached to the evaluation.

14.5.4        Correcting Deficiencies

14.5.4.1      The responsibility for correcting deficiencies is a mutual responsibility between the employee and the supervisor or unit administrator. If the evaluation is less than satisfactory, the supervisor or unit administrator shall take positive steps to assist in the correction of any cited deficiencies. Such action may include specific written recommendations for improvement as well as assistance in implementing such recommendations.

14.6           **Appeals**

When a permanent employee disagrees with his/her performance evaluation, he/she shall have the right to appeal to the supervisor or administrator who completed the evaluation within ten (10) working days from the date of review of such evaluation. The supervisor or administrator shall meet with the employee within ten (10) working days in an attempt to resolve the appeal informally. If the employee is not satisfied with the result of the informal appeal, he/she may file a written appeal to the Chief Personnel Officer or designee, who shall investigate all facts, obtain all such evidence as is necessary, and make a final decision within fifteen (15) working days from the date the appeal was filed. A failure to comply with the time lines of this section shall be deemed a waiver of an employee's right to appeal.

14.6.1        Procedures agreed to in this article shall be subject to the grievance procedure. Substantive evaluations will be subject only to appeal in accordance with Section 6 of this article.

## **ARTICLE 15--PERSONNEL FILES**

### **15 Inspection of Files**

15.1 Personnel files include those maintained by principals or other administrators involved in employee evaluation, as well as files maintained by the Classified Personnel Office.

15.1.1 Materials in personnel files or materials to be placed in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved.

15.1.2 Inspection of an employee file shall be made by the employee or by an authorized representative of the employee. Said authorization shall be submitted to the Classified Personnel Office, in writing, dated and signed by the employee. An employee is not required to make an appointment to inspect his/her personnel file. Personnel files shall be available for inspection at any time during regular business hours of the Classified Personnel Office, and shall be inspected in the presence of a designated employee. Employees working on the day shift may, once every six (6) months, be granted a reasonable amount of release time to inspect their files, if needed. The time shall be mutually agreed upon by the site administrator affected, the Classified Personnel Office staff and the employee.

15.1.3 An employee or authorized representative may receive copies of any materials contained in their personnel file at \$.10 per copy.

### **15.2 Derogatory Materials; Appeal Procedures**

15.2.1 Documents of a derogatory, critical or negative nature shall not be placed in the employee's personnel file until the employee is personally served the document(s) or the document(s) is mailed to the employee's address of record. The employee may file a written response to the document(s) if s/he does so within ten (10) working days of the service of document(s).

If the employee does not respond in writing, the document or material may be filed on the tenth (10th) working day following the date the employee was served in the manner described above. The employee's timely written response or comment, if any, shall be attached to the original document.

15.2.2 An employee has the right to appeal the contents of a document of a derogatory, critical or negative nature. Said appeal must be filed with the supervisor or administrator who initiated the document within ten (10) working days following the date the employee received said document. The supervisor or administrator shall meet with the employee within ten (10) working days concerning any request for reconsideration of the contents of such a document in an attempt to resolve the appeal informally. If the employee is not satisfied with the result of the informal appeal, he/she may then appeal the contents of said document to the Chief Personnel Officer within ten (10) working days of filing a written response to the document.

An appeal, conducted by the Chief Personnel Officer or designee, shall be held within twenty (20) working days of the date the appeal was filed. The document in question shall not be placed in the employee's personnel file until a decision has been rendered to place the document in the employee's personnel file. If the appeal favors the employee, the questioned document shall be rendered null and void and shall not be placed in the employee's file. The decision rendered upon the appeal shall be final and binding and shall be within twenty (20) working days and not be a subject of the grievance procedure.

15.2.3 Once a document is placed in a personnel file specifying discipline for a specific offense, other documents may not be filed which would extend the discipline for that same offense. Filed disciplinary documents may be used when disciplinary action is being taken on subsequent offenses.

15.2.4 A single incident of conduct which is the subject of a document of a critical, derogatory or negative nature, an oral warning, a written reprimand, a suspension for three (3) or fewer days with or without pay, shall not be the basis in whole or in part of a special performance evaluation unless at least sixty (60) working days have elapsed between the discipline imposed and the special performance evaluation. This sixty (60) day period is intended as a time during which the employee may demonstrate correction of the conduct which gave rise to the discipline.

15.2.5 An incident which results in an informal reprimand or warning can be followed by a written document from the employee's immediate supervisor, detailing the subject and date of said reprimand or warning for placement in the employee's personnel file. An employee shall have the right to appeal procedures as stated in Section 2.2 of this Article.

15.2.6 The person who causes materials to be placed in the personnel file

shall sign and date them. Anonymous documents, letters or other materials shall not be placed in the file.

- 15.2.7 An employee may elect to be represented at each appeal level provided in Article 2.2 by a representative of his/her choice.
- 15.2.8 An employee may request a special evaluation after one (1) year from placement of documents of a derogatory, critical or negative nature. Such evaluation would be attached to such documents.

## **ARTICLE 16--SAFETY**

### **16 Safe Conditions**

- 16.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

- 16.1.1 **Joint Responsibility--CAL/OSHA**

The District recognizes the responsibility to comply with CAL/OSHA in providing employees with safe working conditions, and the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate supervisor.

### **16.2 Safety Committee**

- 16.2.1 To insure employer/employee recognition of the importance of a safe working environment and conditions, a District wide Safety Committee shall be constituted.

Upon the request of any Safety Committee Member and approval of such request by seven (7) committee members attending the Safety Committee meeting, the committee shall receive review of the current regulations relative to recognized and authoritative agencies (e.g. CAL/OSHA, State Department of Industrial Relations, Sacramento Safety Council, Schools Insurance Authority, California Federation AFL/CIO, etc.).

- 16.2.2 The Safety Committee shall make recommendations to the superintendent's designee. The Safety Committee shall research,

identify, and prioritize such recommendations based on a majority vote of a quorum of the committee. Recommendations shall include documented findings supported by authoritative evidence identifying the safety problem/hazard. Extensive use shall be made of recognized and authoritative agencies (e.g., CAL/OSHA, State Department of Industrial Relations, Sacramento Safety Council, Schools Insurance Authority, California Federation AFL/CIO, etc.). The superintendent's designee shall provide a written response stating the District's position regarding the committee's recommendation(s) within thirty (30) days of receipt of such recommendation(s).

16.2.3 The District wide Safety Committee shall meet monthly during the academic year, or scheduled as needed, to review and make recommendations on the following items:

16.2.3.1 Accident reports filed by employees during the intervening period to review the cause and develop a follow-up procedure for correction, if possible.

16.2.3.2 Reports filed by employees or others of alleged safety deficiencies or problems.

16.2.3.3 Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks and the responsibility of employees concerning safety practices.

### 16.3 **Composition of Committee**

The Safety Committee shall be composed of a designated number of representatives of management, not to exceed eleven (11).

The Safety Committee shall be composed of eleven (11) classified representatives as follows:

- a. Aides-Paraprofessional Unit--one (1) employee
- b. Operations-Support Services Unit--five (5) employees:
  - (1) Custodian--one (1) employee
  - (2) Food Service--two (2) employees



- (3) Maintenance/Tradesman--one (1) employee
- (4) Transportation--one (1) employee
- c. Office-Technical Unit--one (1) employee
- d. Union--one (1) staff representative or one (1) designated Union steward from SEIU
- e. The Operations Unit – two (2) School Plant Operations Managers
- f. Union – one (1) staff representative as the one (1) designated Union steward from Teamsters

#### 16.4 **Safety Equipment**

- 16.4.1 The District agrees to provide or to make available needed safety equipment as recommended by the District Safety Committee, unless the recommendations are not financially feasible.
- 16.4.2 The District will provide protective clothing for safety reasons for employees as dictated by the nature of their work to be performed and the materials used.

#### 16.5 **Safety Classes**

- 16.5.1 The District agrees to compensate any employee who is required by the District to attend safety classes and first-aid classes outside of his/her normal workday.

#### 16.6 **Personal Property**

The District shall reimburse employees for any damage or destruction of clothing or other items of personal property, except vehicles and money brought in and removed each day while on duty in the school/site, on the school/site premises or at a District-sponsored activity, as per District policy.

16.7           **Assault**

16.7.1           In case of assault or assault and battery, the District shall advise the assaulted party and shall assist, if possible, the affected employee.

16.7.2           Any information in the possession of the District not privileged under the law and relating to the assault will be made available to the employee upon request.

16.8           **Accident Reports**

In case of an accident on the job, the District shall make available the necessary accident reports and assist the employee to complete these forms.

16.9           **Emergency Procedures**

Each classified employee shall be provided with a copy of the on-site emergency and disaster plan which has been developed for the school to which he/she is assigned.

16.10           **Procedures for Loiterers**

The District shall provide written current procedures for control of loiterers and unauthorized persons on or adjacent to school/site to every member of the bargaining unit and copies shall be posted in prominent locations at the school/site.

## **ARTICLE 17--PROFESSIONAL GROWTH PROGRAM**

### **17 Purpose**

17.1 The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and within the employee's current occupational area.

### **17.2 Eligibility**

All probationary and permanent employees are eligible to participate. This does not include temporary, short-term or substitute employees, although such personnel may take coursework to be "stock-piled" in the event they are later elected on a regular basis.

### **17.3 Methods of Credit**

#### **17.3.1 College, University and District-Sponsored Courses or Workshops**

In-service growth credit may be earned by successful completion as certified by official grade cards or transcripts for coursework taken from any of the following:

17.3.1.1 Four-year colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.2 Universities accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.3 Junior or community colleges accredited by an accrediting association recognized by the Federal Department of Education.

#### **17.3.2 Conferences or Training Programs**

Professional growth credit may be earned through hours of service or attendance from any of the following:

Adult education programs.

Conferences or professional organizations related to the employee's job assignment or to the employee's general education.

Special training programs/conventions/workshops:

Private firms.

Private schools (business).

Trade union programs.

Recognized community resource groups.

Other governmental organizations.

- 17.3.3 Credit shall be given for these activities, which may be combined, on the following basis:

<b>Total Hours of Attendance or Effort</b>	<b>Semester Unit Equivalents</b>
<b>15</b>	<b>1/2</b>
<b>30</b>	<b>1</b>
<b>45</b>	<b>1-1/2</b>
<b>60</b>	<b>2</b>

- 17.3.3.1 Participation in such activities must be certified in writing by appropriate officials on forms provided by the Personnel Services Office.

- 17.3.4 District Sponsored Training Programs (Enhanced Professional Growth)

Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District as an Enhanced Professional Growth (EPG) program.

17.3.5        Travel

17.3.5.1       Credit may be authorized for approved travel which can be demonstrated to have benefit and a direct relationship to the employee's current assignment at the rate of one (1) semester unit per each week of such travel to a maximum of three (3) semester units.

17.3.5.2       Credit shall be authorized on the basis of one (1) semester unit per forty (40) hours of time and effort expended. Upon completion of the project, the employee must submit the project itself or a detailed description of the project, including time spent and the employee's evaluation of its worth. Credit cannot be authorized for work for this type which is performed during an employee's regular duty hours.

17.4           **Approval Procedures**

17.4.1        All requests for prior approval of professional growth credits for proposed courses, programs, travel or special projects shall be submitted to the employee's unit administrator, or designee, for review and written approval. The employee shall have the right to appeal the decision of the unit administrator to the Chief Personnel Officer or designee.

17.4.2        Approval by the Chief Personnel Officer or designee, prior to beginning any professional growth activities is required except for those activities listed in Section 17.3.1; however, it is advised that employees obtain prior approval since it provides protection to the employee against taking a college, university or district sponsored course and later finding that it is not acceptable for salary credit.

17.4.3        Plans for Professional Growth

Plans for professional growth which include more than one (1) course or other activity listed above may be submitted to the Chief Personnel Officer or designee for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.5           **Restrictions**

17.5.1       Job-Related Courses

Fifty percent (50%) of the professional growth credits (24 units) shall be directly related to the employee=s duties as defined by job classification specifications and/or related to other District positions for which the employee seeks to qualify for transfer and/or promotion.

17.5.2       General Education Courses

Fifty percent (50%) of the professional growth credits (24 units) may be A general education= units which shall be certified as appropriate by the Chief Personnel Officer or designee. Courses which are avocational, hobby type or are taken for personal pleasure or amusement are not certifiable.

17.5.3       No On-Duty Credit

Professional growth credits cannot be given for courses or activities undertaken while an employee is required to be on duty.

17.5.4       Aides' Credit and Career Lattice

Subject to 17.6.1 below, up to eighteen (18) college or university units earned by personnel by working in the Aide-Paraprofessional Unit can also be used as professional growth credits even if the units were used for movement on the career lattice. Thirty three (33%) percent of the eligible units that had been used on the career lattice may, upon the movement by the employee to a classification not listed in 6.11.2, be paid upon the employee assuming the duties of the new position. Any units remaining will be paid out subject to the yearly maximum established in 17.6.2.

17.5.5       Credits During Employment

Only units completed after employment with the District may be considered for professional growth credit. Job related and general education units may be earned in any order up to the maximum number of units established in 17.5.1 and 17.5.2.

17.5.6 Courses Taken Prior to Adoption

No professional growth credit shall be given for activities or courses completed prior to the adoption by the Board of this program on October 29, 1973.

17.6 **Salary Allowable**

Effective July 1, 2002, the compensation per unit of approved course work or activities and the maximum number of units shall be as follows:

0 - 6.5 units	\$5.00
7 - 13.5 units	\$6.00
14 - 20.5 units	\$7.00
21 - 48.0 units	\$8.00

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit. Personnel employed for less than twelve (12) months or on a part-time basis shall receive professional growth compensation on a pro-rata basis.

17.6.1 No salary credit shall be granted until the employee has served three (3) full consecutive years in the District, although units may be earned immediately after employment. In determining total service, prior service of an employee who resigns and is re-employed within one (1) year shall be counted as consecutive.

17.6.2 After three (3) years served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to eighteen (18) units.

17.6.3 The term "per year" as used herein refers to the fiscal year, July 1 to June 30.

17.6.4 Verification of units earned for in-service salary credits shall be submitted as they are earned to the Classified Personnel Services Department. Twice annually, on September 1 and April 1, the Classified Personnel Services Department will review employees' length of service and accumulated units to determine eligibility for

receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline.

- 17.6.5 No less than one-half (1/2) unit of credit may be submitted at any one time.

17.7 **Appeal Procedures**

- 17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the Chief Personnel Officer or designee may appeal such decisions to the Professional Growth Program Appeal Committee. The employee who denies the request shall not be a member of the Appeal Committee. Members of the committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the Chief Personnel Officer or designee, who shall chair the committee and who shall vote only in the event of a tie. Members of the committee representing classified non-management employees shall be three (3) individuals selected by the appellant from a list of twenty (20) prepared by the Union which shall include employees from each bargaining unit and job sector. The decisions of the appeal committee shall not be subject to the grievance procedure.

- 17.7.2 The superintendent or designee shall review upon appeal by the employee the written record of the appeal committee. The superintendent or designee may or may not, after reviewing the written record, reconvene the parties. The decision of the superintendent or designee shall be final and shall not be subject to the grievance procedure.



## **ARTICLE 18 -- GRIEVANCE PROCEDURE**

### **18 Purpose**

18.1 The purpose of this grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the grievant, solutions to problems which may from time to time arise under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances or problems within the normal administrative channels of the District.

### **18.2 Definitions**

18.2.1 A “grievance” is a written claim by one or more named employees or the Union of an alleged violation, misinterpretation, or misapplication of a provision of this Agreement which has an adverse affect on the grieving employee or group of grieving employees.

18.2.2 A “working day” is any day in which the central administrative offices of the Sacramento City Unified School District are open for business.

18.2.3 A “grievant” is a named person or the union asserting a grievance .

18.2.4 A “party in interest” is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

18.2.5 An “employee” is a classified employee in any of the represented bargaining units.

### **18.3 Limitations Period**

18.3.1 No grievance shall be recognized unless the grievant has filed a written formal Level I grievance in accordance with 18.4.3 and 18.4.4 below, within twenty (20) working days after the grievant knew or should have known of the first act, occurrence, event or circumstance alleged to constitute the grievance.

18.4 **Informal Procedure**

- 18.4.1 A grievance shall be discussed orally with the grievant's principal or unit administrator with the objective of resolving the matter informally, before proceeding to the formal procedure listed below. Upon a verbal request by the grievant, a conference shall be scheduled where the grievant shall explain the problem and suggest possible solutions. Solutions reached at the informal Level I shall not establish a precedent. The grievant has the right to Union representation during the informal meeting.
- 18.4.2 Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Upon request, settlements shall be reduced to writing.
- 18.4.3 If the grievant is not satisfied with the proposed resolution after the informal conference, if any, the grievant may invoke the formal grievance procedure, as outlined below, by filing a written Level I grievance with his or her principal or unit administrator and providing a copy to the Office of Employer/Employee Relations.
- 18.4.4 The written Level I grievance shall be upon a form provided by the District and shall include the following:
- a. A detailed description of the specific grounds of the grievance including names, dates, and places necessary for an understanding of the grievance;
  - b. A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied; and
  - c. A listing of specific action(s) requested of the District which will remedy the grievance.
- 18.4.5 The union and the District agree to meet to discuss developing a new grievance form.

18.5           **Formal Procedure**

18.5.1       **Level I**

18.5.1.1      A Level I meeting shall be held within ten (10) working days after filing the written Level I grievance. A Level I meeting may be waived only if both parties agree in writing. The grievant has the right to Union representation during the Level I meeting.

18.5.1.2      All settlements reached during a Level I meeting shall be reduced to writing. Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Settlements reached at Level I shall not establish a precedent unless the parties mutually agree otherwise.

18.5.1.3      If no settlement is reached during the Level I meeting, the principal or unit administrator shall send a written decision to the grievant and the exclusive representative within ten (10) working days following the final Level I meeting. If no Level I meeting is held, the principal or unit administrator shall send a written decision to the grievant and the exclusive representative within ten (10) working days of receipt of the written Level I grievance.

18.6           **Level II**

18.6.1        If the grievant or the Union is not satisfied with the written Level I decision, the grievant or the Union may file a written request for a Level II meeting with the Office of Employee Relations within ten (10) working days of the receipt of the written Level I decision. If the grievant does not receive a written Level I decision as required by section 18.5.1.3 within ten (10) working days following the final Level I meeting, the grievant or the Union may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of the final Level I meeting. If no Level 1 meeting is held, and the grievant does not receive a written Level I decision as required by section 18.5.1.3, the Union or the grievant may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of filing the written Level I grievance. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting.

18.6.2        The written Level II grievance shall include the following:

- a. A detailed description of the specific grounds of the grievance, including names, dates and places necessary for an understanding of the grievance;
- b. A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied;
- c. A listing of specific action(s) requested of the school District which will remedy the grievance; and
- d. A copy of the Level I grievance and decision.

18.6.3 A Level II written grievance shall be considered a formal request for a Level II mediation, and, if the matter remains unsettled after the final mediation session, a written decision by the Superintendent or his/her designee. Initial Mediation shall be held within thirty (30) working days from receipt of the written Level II grievance by the Office of Employee Relations, unless extended by mutual agreement of the parties.

## 18.7 **Mediation**

18.7.1 Mediation shall take place on the first and third Thursday of each calendar month. Subsequent days for mediation will be scheduled, if necessary.

18.7.2 The parties agree to meet annually in May to develop a list of mediators. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to.

18.7.3 All costs of the mediator, if any, shall be borne equally by the parties.

## 18.8 Mediation Procedures

18.8.1 The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The

rules of evidence will not apply and no record of the proceedings will be made. However, the parties are free to take notes during the mediation. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.

18.8.2 The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If the grievance is not settled, granted, or withdrawn, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days after the close of the final Level II mediation. If by the mutual agreement of both parties, no Level II mediation is held, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days of receipt of the written Level II grievance.

18.8.3 The parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise.

18.8.4 Any grievance not resolved within fifteen (15) working days after the final mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to Level III.

18.8.5 Offers or concessions made by the parties during mediation shall not be used against a party during any subsequent arbitration.

## 18.9 **Level III-- Arbitration**

### 18.9.1 Appeal

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union may request, in writing, a hearing before an arbitrator. Such written request shall be filed in the Office of Employee Relations within ten (10) working days after receipt of the written Level II decision of the superintendent, or his/her designee. Appeal to Level III arbitration may also be made by the Union if the District fails to schedule a Level II mediation within thirty (30) working days after receipt of written Level II grievance or if the District fails to render a written Level II decision within

the fifteen (15) working day time line as stated in Sections 18.8.2 or 18.8.4. The Union=s right to request Level III arbitration shall be waived if a written request for arbitration is not received by the Office of Employee Relations within ten (10) working days after the expiration of the time for District action (i.e., thirty (30) working days to schedule Level II mediation or fifteen (15) working days to render a decision).

18.9.2        Selection of Arbitrator

When arbitration has been requested, the Union shall write the California State Mediation and Conciliation Services for a list of five (5) arbitrators. The grievant=s representative and the representative of the Office of Employee Relations shall alternatively strike names from such list until only one (1) name remains.

18.9.3        Costs of Arbitration

18.9.3.1      Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.

18.9.3.2      A certified court reporter shall be employed to record verbatim the entire arbitration hearing, if requested by either the grievant or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

18.9.4        Function of Arbitrator

18.9.4.1      The function of the arbitrator shall be:

- a.        To hold a hearing concerning the grievance, and
- b.        To render a binding decision within thirty (30) days after the close of the hearing.

18.9.5 Hearings

Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

18.9.5.1 Within thirty (30) calendar days of the appeal to Level III, and in no case later than thirty (30) days prior to the Level III meeting before the arbitrator, the parties agree to meet in a conference to:

- a. Attempt to frame the issue to be submitted to the arbitrator;
- b. Share all evidence;
- c. Clarify whether a court reporter is necessary, determine the site; and
- d. Reinitiate efforts to settle, if possible.

18.9.5.2 The parties agree that any evidence discovered subsequent to the conference will be shared at least seven (7) calendar days prior to arbitration. Evidence shared less than seven (7) days for presentation of new evidence will be grounds for delay at the request of the receiving party. The party presenting new evidence (initially) shall be charged for the costs of the arbitrator.

18.9.6 Limitations

18.9.6.1 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

18.9.6.2 The arbitrator shall not render any award which conflicts with or alters this Agreement.

18.9.6.3 It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

18.9.7        Decision

18.9.7.1       The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. However, no award of back pay beyond twenty (20) days prior to the filing of the written Level I grievance will be allowed. Nor will any award of monies for the purpose of fining, punishing, or making an example of either party be allowed.

18.10        **General Provisions**

18.10.1       A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

18.10.2       Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District.

18.10.3       Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

18.10.4       No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

18.10.5       All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

18.10.6       All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

18.10.7       Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

18.10.8       A grievant may be represented by the Union at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.



18.11

**Grievance Form**

All formal grievances shall be filed on a District grievance form which shall be designed and agreed upon by the District and the Union.

## **ARTICLE 19 -- DISCIPLINARY PROCEDURE**

### **19           Permanent Employees**

19.1           Permanent classified employees shall be subject to disciplinary action (e.g., may include transfer, suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

### **19.2           Causes**

19.2.1       In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for disciplinary action against a permanent classified employee:

- a.       Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school District records.
- b.       Unsatisfactory Performance/Inefficiency.
- c.       Abandonment.
- d.       Insubordination.
- e.       Dishonesty.
- f.       Theft.
- g.       Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h.       Possessing or being under the influence of a controlled substance (other than a prescribed medication) at work or away from work, or furnishing a controlled substance to a minor or any other employee.

- i. Conviction of a felony, a misdemeanor, or conviction of any sex or drug offense made relevant by provisions of law which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, (defined to mean "I will not contest it" -- a plea in a criminal case which has a similar legal effect as pleading guilty) is deemed to be a conviction for this purpose.
- j. Absence without leave or excessive absences and/or repeated tardiness without authority or sufficient reason.
- k. Improper political activity (e.g., Education Code §7055, Government Code §1028.)
- l. Disobedience.
- m. Misuse or unauthorized use of District property.
- n. Violation of District board, or departmental rule, policy, or procedure.
- o. Violation of, or refusal to obey policies and/or administrative regulations implementing the District drug and alcohol testing programs, if any.
- p. Violation of, or refusal to obey policies and/or administrative regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. A physical or mental impairment which precludes the

employee from proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law (e.g., Americans with Disabilities Act) regulating the retirement of employees.

- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex, age or other legally protected group against the public or other employee(s) while acting in the capacity of a District employee.
- u. Unlawful retaliation against any District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- v. Any conduct or act either during or outside of duty hours that adversely affects or impacts the District or the employment of the employee (e.g., immoral conduct, discourteous and/or unprofessional treatment of the public, students, or other employees).

19.2.2 Except as defined in item [s] above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of Notice of Proposed Disciplinary Action unless this cause was concealed or not disclosed by the employee which it could be reasonably assumed that the employee would have disclosed the facts to the District.

### 19.3 **Notice of Proposed Disciplinary Action**

19.3.1 The Superintendent or designee may initiate a disciplinary action against a permanent classified employee.

19.3.2 A Notice of Proposed Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The Notice shall include:

- a. A statement of the nature of the disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal);
- b. A statement of the cause or causes for the disciplinary action as set forth above;
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice;
- d. A statement indicating the employee's right to a predisciplinary meeting; and
- e. The date, time, and location where the predisciplinary meeting will occur.

19.3.2 A copy of the classified employee disciplinary procedure shall also be included with the Notice. The Union shall be notified, by separate notice, that a bargaining unit member has been notified of proposed disciplinary action and that a predisciplinary meeting has been scheduled.

#### 19.4 **Predisciplinary Meeting**

19.4.1 The predisciplinary meeting allows the classified permanent employee an informal opportunity to respond either orally or in writing to the allegations stated in the Notice of Proposed Disciplinary Action. The employee shall be allowed to bring a Union representative to the predisciplinary meeting. **It is the employee's responsibility to arrange for Union representation.** The predisciplinary meeting shall be conducted by the Superintendent's designee. The designee shall be a person who is not in the same department or unit as the person who has conducted the investigation forming the basis of the predisciplinary action and/or who has made the initial recommendation for disciplinary action.

The predisciplinary meeting may be tape recorded with mutual agreement of the parties.

19.4.2 The Superintendent's designee conducting the predisciplinary meeting shall consider the employee's response, if any, and within fifteen (15) calendar days following the predisciplinary meeting,

issue a written recommendation regarding the proposed disciplinary action. If disciplinary action is warranted the Superintendent's designee shall determine the level of discipline and serve on the employee a Notice of Disciplinary Action as set forth below.

- 19.4.3 If the Notice of Disciplinary Action is a suspension without pay for three (3) days or less the disciplinary action shall be effective the day of service of the Notice, or at a date determined by the District. All other disciplinary actions shall be effective as determined by the District after a waiver of a disciplinary hearing, agreement by the District and the employee, or after a hearing as outlined below.

19.5 **Notice of Disciplinary Action**

- 19.5.1 A Notice of Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The Notice shall include:

- a. A statement of the nature of the disciplinary action (e.g., transfer, suspension without pay, demotion, reduction of pay step in class, or dismissal);
- b. A statement of the cause or causes for the disciplinary action, as set forth above;
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice;
- d. A statement of the employee's right to a hearing (as outlined below) and the time within which a hearing must be requested; and
- e. A "Hearing Request Form," the timely signing and filing of which shall constitute a request for a hearing and a denial of all charges.

- 19.5.2 A copy of the classified employee disciplinary procedure shall be attached to the Notice. The Union will be notified, by separate notice, that the District intends to take disciplinary action against a

bargaining unit member.

**19.6 Mediation**

- 19.6.1 Effective July 1, 2003 the Mediation process will be implemented into the disciplinary process.
- 19.6.2 The Mediation procedure of the discipline process will be used if a settlement is not reached during the pre-disciplinary meeting as outlined in Article 19.4. The mediation procedure will take place prior to the formal hearing outlined in Article 19.12.
- 19.6.3 The State Mediation and Conciliation service shall be utilized for Mediation services and any and all costs shall be borne equally by the parties.
- 19.6.4 Upon written request by the Union or the member, to the Employee Relations Office within seven (7) calendar days after service of the Notice of Disciplinary Action, the District shall notify the State Mediation and Conciliation Service for Mediation services.
- 19.6.5 The Mediation procedure is in addition to, not in lieu of the formal hearing process that is currently outlined in Article 19 - Disciplinary Procedures.
  - 19.6.5.1 The Mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. However, the parties are free to take notes during the mediation. All persons involved in the events giving rise to the proposed discipline should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.
  - 19.6.5.2 The primary effort of the mediator shall be to assist the parties in settling the proposed disciplinary action in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party and issuing a mediators advisory opinion. If the proposed disciplinary action is not settled, the formal hearing process may be

invoked in accordance with Article 19 - Disciplinary Procedures of the District / Union CBA.

- 19.6.5.3 No offers of settlement by either party or any mediator's advisory opinion, if issued, can be used in any other proceeding.

**19.7 Request for a Hearing**

- 19.7.1 Within seven (7) calendar days after service of the Notice of Disciplinary Action described above, the employee may request a hearing by signing and filing the AHearing Request Form included in the Notice of Disciplinary Action. Any other written document requesting a hearing, signed and appropriated filed by the employee within the specified time limit, shall also constitute a sufficient request for a hearing and denial of all charges. A request for a hearing will be considered appropriately filed only when:

Postmarked or received by the Personnel Services Office, or other office designated in the Notice, on or before the seventh calendar day after service of the Notice of Disciplinary Action.

- 19.7.2 If the employee fails to file a request for a hearing within the time specified above, he/she shall be deemed to have completely waived his or her right to a hearing, and the Board may order the disciplinary action into effect immediately.

**19.8 Employment Status Pending Appeal or Waiver**

- 19.8.1 Except as provided herein, any employee against whom a Notice of Proposed Disciplinary Action or Notice of Disciplinary Action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

**19.9 Administrative Leave**

- 19.9.1 A classified employee may be placed by the Superintendent or designee on administrative leave from duty with pay pending an Investigation and determination of whether discipline should be invoked against the employee.



19.10            **Suspension Without Pay**

19.10.1        A classified employee may be placed by the Superintendent or designee on suspension without pay pending further disciplinary action only if continuation of the employee in active duty would result in unreasonable risk of harm to students, staff, and/or property.

19.10.2        Suspension without pay may be ordered by the Superintendent or designee only after the employee has been orally notified of the reasons and has been provided an opportunity to orally respond.

19.11           **Compulsory Leave**

19.11.1        Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code section 44011, may be placed upon compulsory leave of absence without pay and benefits pending a final disposition of such charges pursuant to Education Code section 45304.

19.12           **Hearing Procedures**

19.12.1        All hearings shall be heard by a hearing officer from the California State Mediation and Conciliation Services, except in those cases where the Board determines to hear the matter itself. The District shall pay all hearing officer costs and fees. The employee's representative and the representative from the Office of Employee Relations shall alternatively strike names from the list provided by the State Mediation and Conciliation Services until one name remains.

19.12.2        The hearing shall be held at the earliest date possible, taking into consideration the availability of counsel and witnesses; provided, however, that no hearing shall be held less than five (5) nor more than thirty (30) calendar days. The hearing officers shall be contacted and advised it is the preference of the parties to schedule a hearing within thirty (30) calendar days. The parties shall be provided written notification of the time and place of hearing.

19.12.3        At any time before Disciplinary Action has been submitted to the Board or to a hearing officer for decision, the District may, with the consent of the Board or hearing officer, serve upon the employee an amended or supplemental Notice of Disciplinary

Action.

If the amended or supplemental Notice of Disciplinary Action presents new causes or allegations, the employee shall be afforded a reasonable time to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

- 19.12.4 Employees shall be entitled to appear personally, produce evidence, have counsel at his or her own expense, testify under oath, compel the attendance of other employees to testify at the hearing, cross-examine witnesses and argue his/her case. The procedure entitled "Administrative Adjudication" commencing with Government Code section 11500, shall not apply to any such hearing before a hearing officer or the Governing Board. Neither the Board nor the hearing officer shall be bound by rules of evidence used in California Courts, however, the evidence relied upon should be reliable. The rules of privileges and or official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the board.
- 19.12.4.1 The hearing officer may, at its discretion, exclude witnesses not under examination, except the employee and the District representatives and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.
- 19.12.5 The dismissal hearing may be recorded by audio tape or other means at the request of either party. If the employee requests a stenographic record he/she must provide at least three (3) days advance written notice before the day set for the hearing and pay the costs for such reporting or recording. Transcripts of the hearing shall be furnished to any person upon payment of the cost of preparing such transcript.
- 19.12.6 The hearing officer may grant a continuance of any hearing upon such terms and conditions as he/she may deem proper. Any request for a continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

- 19.12.7 When the board is hearing the matter, the employee shall be entitled to a public hearing if he/she requests it in a timely manner. In any case in which the Board hears the matter, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the matter is heard by the board, the board may affirm, modify or reject the recommended disciplinary action.
- 19.12.8 If the matter is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the board, in accordance with subsection (j) below, as the decision in the case. In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the board or the hearing officer may consider the records of any prior disciplinary proceedings against the employee in which a disciplinary action was ultimately sustained and any records of the employee's personnel file which were introduced into evidence at the hearing. A copy of the proposed decision shall be received and filed with the Governing Board of Education and furnished to each party within twenty (20) working days after the close of hearing.
- 19.12.9 Upon receipt of the proposed decision from the hearing officer the board may:
- a. Adopt the proposed decision in its entirety;
  - b. Adopt the proposed decision in part, thereby rejecting other parts;
  - c. Modify the proposed disciplinary action and/or proposed decision; or
  - d. Reject the proposed decision in its entirety.
- 19.12.10 The decision of the Governing Board shall be in writing and shall contain findings of fact and the disciplinary action, if any. If fully adopted, the hearing officer's findings will serve as the Board's findings. The findings may reiterate, and/or make reference to, the language of the recommendation for disciplinary action in which case they will be incorporated by reference. A copy of the decision shall be delivered to the classified permanent employee and/or his designated representative personally or by registered mail or certified mail, return receipt requested, at the employee's last known address on file with the District.

- 19.12.11 The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. The decision of the Governing Board shall be final.

## **ARTICLE 20 -- LAYOFF**

### **20.1 Layoff Defined**

A layoff is an involuntary separation from service or an involuntary reduction in an employee's hours or work year as defined herein based upon a lack of work or lack of funds. A layoff also includes any reduction in hours or work year or assignment to a classification lower than that which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Temporary and substitute employees may be separated at the completion of their assignment without regard to the procedures in this Article.

### **20.2 Probationary Work Year Defined**

For purposes of this Article 20 (Layoff) only, all members of the bargaining unit shall be assigned to a work year, as defined herein, depending upon the number of days per school year they work. An employee working from 179 to 181 days shall be assigned a nine (9) month work year. An employee working from 182 to 208 days shall be assigned a ten (10) month work year. An employee working from 209 to 241 days shall be assigned an eleven (11) month work year. An employee working more than 241 days shall be assigned a twelve (12) month work year.

### **20.3 Layoff Seniority**

For purposes of Article 20 (Layoff), seniority is established by the employee's date of hire as a regular probationary or permanent employee of the District in the classification (this calculation does not include any substitute or temporary time served by the unit member unless this time was used to compute the completion of the employee's probationary work year under Section 14.3.1) plus any service in higher classes (i.e., those with higher pay ranges) with deductions for any unpaid time as outlined below. Except for reinstatement within thirty nine (39) months or reemployment as a probationary employee within the same class within one year of

resignation, a break in employment and subsequent reemployment shall create a new hire date. If two or more employees subject to layoff have equal seniority as defined herein, then the employee with the most recent hire date in the District shall be laid off first. If date of hire in the District does not break the tie then the tie shall be broken by random drawing.

20.3.1      Service Credit for Certain Unpaid Leaves

The District shall grant seniority credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, Industrial Accident/Illness Leave, family care leave (see section 12.12.6) and any other unpaid leaves permitted by the Education Code under Section 45308.

20.3.2      No Service Credit for Other Unpaid Leaves

In the event that an employee returns to work following an unpaid leave not listed above, the employee shall not receive accrued seniority for the time not worked.

20.3.3      The Superintendent or designee shall maintain a current determination of each employee's seniority.

20.4          **Order of Layoff**

The employee who has been employed the shortest time in the classification, hours, and work year to be eliminated or for which the hours will be reduced shall be laid off first.

20.5          **District and Union Rights**

The District reserves, retains, and is vested with the sole and exclusive right to layoff employees for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as the hours and the positions to be eliminated. The Union retains the right to negotiate the impacts and effects of the layoff of unit members.

## 20.6 **Layoff Procedure**

Positions to be eliminated or for which hours will be reduced shall be identified by the District by classification, hours<sup>1</sup>.

### 20.6.1 First Step: Administrative Transfer

The employee(s) in the position(s) to be eliminated or for which the hours will be reduced by the District shall be administratively transferred to a vacant position, if any, in the same classification, hours, and work year. If there is more than one vacancy in the classification, hours, and work year the employee shall be allowed to select a vacancy. If there is one or more employees in the same classification, hours and work year in the position to be eliminated or for which the hours will be reduced, the most senior employee shall be administratively transferred first. Employees being transferred under this section shall receive at least ten (10) working days notice of their new assignment.

### 20.6.2 Second Step: Layoff

If there are no vacancies in the classification, hours, and work year of the position to be eliminated or for which the hours will be reduced the District shall engage in a layoff.

### 20.6.3 Third Step: Bumping Rights Within a Classification

An employee whose position is being eliminated or for which the hours will be reduced may displace the employee within his/her classification, hours, and work year who has the least seniority.

### 20.6.4 Fourth Step: Bumping Rights to Another Classification

The employee having the least seniority within his/her classification, hours, and work year who is to be laid off, and who has seniority in a different classification, hours, and work year (with an equal or lower maximum salary range) greater than that of an incumbent, shall be placed in a vacancy, if any. If no vacancy exists then the employee shall have the right to displace the

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<sup>1</sup>For layoff purposes only, assignments with fractional hours shall be rounded up or down as follows: 0 - 1.99 = 1; 2 - 2.99 = 2; 3 - 3.99 = 3; 4 - 4.99 = 4; 5 - 5.99 = 5; 6 - 6.99 = 6; 7 - 7.99 = 7; and 8 = 8.

incumbent with the least seniority in that classification, hours, and work year.

20.6.4.1      **Bumping Rules**

An employee who has been displaced by bumping shall have the same bumping rights as if his/her position had been eliminated. Employees in positions for which the District is reducing the assigned time shall have bumping rights as if the position was being eliminated. An employee shall not bump into a higher classification (i.e., one that has a higher salary range), more hours, or a longer work year. If an employee waives bumping rights, he/she shall be placed on a thirty nine (39) month reemployment list.

20.6.5      **Layoff Notice**

Employees subject to layoff shall receive notice of the layoff 30 days before the effective date. They shall be informed of their reemployment rights and bumping rights, if any.

20.7      **Voluntary Demotions/Reductions**

Upon mutual agreement with the District, employees may elect to take a voluntary demotion (i.e., a change to a classification for which they are qualified with a lower maximum salary rate) or a voluntary reduction in assigned time (either hours per day or work year as defined herein) in lieu of layoff or to remain in their present position rather than be reclassified or reassigned. Employees who do so shall be granted the same rights as persons laid off.

20.8      **Reemployment Rights**

Classified employees laid off because of lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference of new applicants. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the District during the 39 month period.

20.8.1      Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted

the same rights as person laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned shall be hired into positions within their class with greater hours, up to the hours of their position before taking a voluntary reduction in assigned time, in preference of new applicants.

- 20.8.2 Upon rejecting two (2) offers of reemployment, the employee's name shall be removed from the reemployment list and he/she shall forfeit all rights to which he/she would otherwise be entitled. If an employee on the 39 month reemployment list is hired by the District to a different classification than that which the employee was laid off from, he/she shall remain on the 39 month reemployment list.
- 20.8.3 To be reinstated, an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed 39 calendar months.
- 20.8.4 Notification  
When a vacancy occurs, the most senior employee on the 39 month reemployment list for that classification, hours, and work year will be so notified by certified U.S. mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. The employee must advise the District of his/her decision no later than ten (10) calendar days following receipt of the notification. If the employee accepts, he/she must report to work no later than two (2) calendar weeks from the vacancy notification date or on a later date specified by the District.
- 20.8.5 A laid off employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. A laid off probationary employee will be reemployed as a probationary employee, and the time served toward the completion of the probationary period will be counted in accordance with Section 14.3.1. A laid off employee, when reemployed, will be placed on the salary step held at the time of layoff. An employee who bumped into a lower class will, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained ther



## **ARTICLE 21 – EFFECT OF AGREEMENT**

### **21 Agreement Supersedes Past Practices**

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning the matters herein.

#### **21.1 Negotiations**

The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

#### **21.2 Changes or Amendments**

The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not even though subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntarily mutual intent of the parties in a written amendment, executed in the same manner as this Agreement.

#### **21.3 Savings Clause**

Should any article, section or clause of this Agreement be declared illegal by court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not directly affected by the deleted article, section or clause.

21.4           **No Reprisals**

Each party agrees that they will neither take, nor threaten to take, any reprisals, directly or in-directly, against the other party or any members thereof regarding any action taken on the part of such persons in the exercising of their rights and responsibilities under this Agreement.

21.5           **Right to Meet and Consult**

Nothing contained in this Agreement shall preclude the parties from meeting and consulting on items not contained in the Agreement.

21.6           **Exemptions from Court**

The parties mutually agree to print certain items at the same time and in the same document in which the employer/employee contract is printed.

The parties further agree that the items concerning layoffs, reduction in force and discipline procedures are not part of the employer/employee agreement and are not annexed to that agreement but are printed in this document only as a convenience to employees and administrators of the District, SEIU officials and members of the Sacramento community who have access to the document.

## **ARTICLE 22 -- SUCCESSOR AGREEMENT**

- 22           The Board agrees to enter into negotiations with the Union over a successor agreement no later than thirty (30) days after the public meeting of the Board at which time the Union's successor agreement proposals are presented to the Board as per the requirements of Senate Bill 160. The Union agrees that its proposals for a successor agreement will be presented to the Board in writing at one of its regularly scheduled March meetings of the year the existing agreement expires. Any agreements so negotiated shall be reduced to writing after the ratification by the parities.

## **ARTICLE 23 -- NO STRIKE/NO LOCK OUT**

- 23           The Union and the District agree that differences between the parties shall be settled by peaceful means as provided in this Contract. For the duration of this contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. This prohibition shall not apply in 1996-97 or in 1997-98 only if the parties reopen negotiations over salary and complete statutory impasse procedures without reaching agreement. The District, during the term of this Agreement, or any extension thereof, agrees that it will not lock out its employees.

## **ARTICLE 24 -- CONTRACTING OUT**

- 24           During the life of this Agreement should the District find it necessary to contract out bargaining unit work that has been consistently and routinely performed by member(s) of the bargaining units covered by this Agreement which results in the loss of an employee's existing job or hours, the Union shall have the right to meet and negotiate with the District regarding the proposed decision.

## **ARTICLE 25 -- DURATION**

### **25           Effect**

This Agreement shall be effective after ratification by the Board and by the Union.

### **25.1       Duration**

This Agreement shall be effective upon ratification by the parties, and shall begin July 1, 2002 and continue through June 30, 2005.

### **25.2       Signing of Agreement**

This Agreement is effective on the date ratification is completed by the Board of Education of the Sacramento City Unified School District and Local 790, of the Service Employees International.

*[Section 25.3, Signing of Agreement, on following page]*

THIS AGREEMENT IS EFFECTIVE ON THE DATE RATIFICATION IS COMPLETED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790.

In Witness Whereof the Union has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, Vice-President, and attested by its clerk.

FOR THE UNION:

_____	_____
Union Representative	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date

FOR THE DISTRICT:

_____	_____
Board President	Date
_____	_____
Attested by Superintendent	Date

## **APPENDIX A**



# **RULES AND REGULATIONS OF THE SALARY SCHEDULE**

## **1 Placement on the Schedule**

An employee shall be placed on the first step of the appropriate salary range except for a maintenance employee who is paid on a flat hourly or month rate.

### **1.1 Experience Credit**

The director, Classified Personnel Services, may grant (1) step for each year of related or allied experience if necessary to recruit highly qualified candidates; provided that no initial placement shall be higher than the median step of the range except by approval of the Board.

### **1.2 Reemployment Rights**

A permanent employee who resigns from the District and is subsequently reemployed as a probationary employee in the same classification within six (6) months of their resignation from service shall be reemployed with the same level of benefits under the contract he/she had when he/she resigned (e.g., step, longevity, seniority, professional growth, etc.). Any such reemployed person shall not be considered to have a break in service provided, however, that the employee shall have his/her seniority date reflect the period of his/her absence.

## **2 Earned Increments**

A regular employee, except a maintenance employee who is paid on a flat hourly or monthly rate, shall be advanced to the next higher step of the salary range on the first day of the month following the completion of one (1) year of employment until the maximum salary for the range is reached; provided the employee receives compensation for seventy-five percent (75%) of the required workdays. The services of an employee who starts on the first working day of a month shall be considered as dating from the first calendar day of such month for the purposes of this section.

## **3 Method of Payment**

### **3.1 Twelve-Month Workyear**

A full-time, twelve (12) month employee shall be compensated at the appropriate monthly amount shown on the salary schedule. Part-time, twelve-month (12) employees shall receive a pro rata amount of the monthly amount based on his/her percent of time.

3.2 Nine, Ten and Eleven-Month Workyear

Employees shall have their salary computed using the appropriate hourly amount shown on the salary schedule.

4 **Salary Rate on Reassignment to Class with Higher Salary Range**

The following stipulations shall govern salary schedule placement:

4.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.

4.2 If the previous salary, including increment adjustment, is below the first step in the new range, the employee shall be placed on the step which most closely approximates a five percent (5%) salary increase.

4.3 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed one (1) step higher.

4.4 If the previous salary, including increment adjustments, is in between steps on the range, he/she shall be placed two (2) steps higher.

5 **Salary Rate on Reassignment to Class with Lower Salary Range**

5.1 The following stipulations shall govern the salary schedule placement of an employee who is reassigned to a class with a lower salary maximum as a result of a voluntary demotion or because of a reduction in force:

5.1.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.

5.1.2 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed on that step.

5.1.3 If the previous salary, including increment adjustment, is between steps on the new range, step placement in the new range shall be the next higher dollar amount.

5.1.4 If the previous salary, including increment adjustment, is above the maximum step in the new range, the new salary will be set at the maximum step.

5.2 When an employee is involuntarily reassigned to a classification with a lower salary maximum for reasons other than disciplinary action or reduction in force, or if his/her position is reallocated to a lower salary range, he/she shall suffer no loss in salary. If the previous salary, including increment adjustment, is higher than the maximum of the new class, he/she shall be "Y" rated.

5.3 When an employee is reassigned to a class with a lower salary maximum as a disciplinary action, step placement shall reflect total years of experience in both the class from which the employee is demoted and the class to which he/she is reassigned.

6 **Reallocation of Class to a Higher Salary Range**

Whenever a class or position(s) within a class is reallocated to a higher salary range, all incumbent employees affected shall be placed on the same step in the new range as they occupied on the previous one.

7 **Hourly Pay Calculations**

Hourly pay rates shall be determined by dividing the monthly rate by 173.33. (This division is a constant which represents the average number of working hours in a work month.)



# Service Employees International Union (SEIU)

## Placement of Classes on Ranges 2002-2003

*(Effective Approximately July 1, 2002)*

### OFFICE - TECHNICAL UNIT

Job Class Code	Job Class Title	Salary Range
050100	Account Clerk I .....	36
050000	Account Clerk II .....	41
050500	Accounting Technician .....	44
151500	Administrative Secretary I .....	47
151000	Administrative Secretary II .....	48
054500	Adult Education Program Technician .....	48
957500	Applications Specialist I .....	57
958000	Applications Specialist II .....	65
958500	Applications Specialist III .....	72
058600	Attendance Technician I .....	38
058700	Attendance Technician II .....	41
051800	Buyer I .....	41
051600	Buyer II .....	44
053700	Child Development Facilities/Licensing Specialist .....	59
053600	Child Development Programs Accounting Technician .....	44
053900	Child Development Programs Technician .....	48
052400	Clerk I .....	29
052200	Clerk II .....	33
052000	Clerk III .....	38
052600	Clerk, Children's Center .....	37
058400	Cluster Program Technician .....	45
955500	Computer and Network Operations Specialist .....	53
053500	Controller/Bookkeeper, Adult Education .....	49
053400	Controller, High School .....	43
048500	Customer Service Specialist .....	38
966000	Credential Specialist .....	59
054300	Data Entry Technician .....	41
964500	Division Budget Technician .....	48
058900	Employee Benefits Technician .....	45
963100	Fiscal Services Technician I .....	44
963200	Fiscal Services Technician II .....	49

<b>Job Class Code</b>	<b>Job Class Title</b>	<b>Salary Range</b>
963400	Fund Specialist .....	52
953000	Help Desk Technician I .....	53
953500	Help Desk Technician II .....	59
954000	Help Desk Technician III .....	67
075900	Integrated Services Technician .....	42
966100	Lead Accounts Payable Technician .....	51
963300	Lead Payroll Technician .....	51
054600	Library Media Technical Assistant .....	41
055700	Management Information Technician .....	47
956000	Network Specialist I .....	59
956500	Network Specialist II .....	67
956600	Network Specialist III .....	74
056100	Nutrition Assistant .....	34
154500	Office Technician I .....	39
154000	Office Technician II .....	41
153500	Office Technician III .....	42
964000	Open Enrollment Technician .....	48
047500	Personnel Electronic Records Technician .....	45
055000	Personnel Technician II .....	49
056000	Registrar .....	53
056400	Reproduction Leadworker .....	41
056200	Reproduction Operations Assistant .....	45
056800	Reproduction and Mail Technician .....	35
056600	Reproduction Technician II .....	39
055900	Research Technician I .....	38
055800	Research Technician II .....	41
080000	Safety Technician.....	60
057000	School Bookkeeper .....	37
153000	School Office Manager I .....	44
152500	School Office Manager II .....	44
152000	School Office Manager III .....	45
164000	Site Computer Support Technician I .....	45
165000	Site Computer Support Technician II .....	53
166000	Site Computer Support Technician III .....	59
055600	Systems Programmer II .....	72
954500	Telephone Operations Specialist I .....	49
954600	Telephone Operations Specialist II .....	55
059800	Warehouse Records Clerk .....	41



**Service Employees International Union  
(SEIU)  
Placement of Classes on Ranges  
2002-2003  
(Effective Approximately July 1, 2002)**

**AIDES-PARAPROFESSIONAL UNIT**

<b>Job Class Code</b>	<b>Job Class Title</b>	<b>Salary Range</b>
094400	Campus Monitor .....	34
053700	Career Information Technician .....	39
074500	Case Manager, Targeted Truancy and Public Safety Program .....	52
132000	Child Welfare and Attendance Liaison .....	46
099700	Community of Caring and Prevention/Intervention Program Assistant .....	51
159000	Family Advocate .....	42
074100	Health Aide I, Special Education .....	35
073900	Health Aide II, Special Education.....	<b>41</b>
073500	Health Aide III, Special Education .....	47
076000	In-House Suspension, Staff Assistant .....	42
094800	Instructional Aide .....	28
074200	Instructional Aide (CH/D/HH) .....	29
075000	Instructional Aide, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH) .....	29
076700	Instructional Aide/Computer Lab Assistant .....	31
095700	Instructional Assistant I .....	32
074400	Instructional Assistant I (CH/D/HH) .....	33
075200	Instructional Assistant, Special Education I (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH) .....	33
076900	Instructional Assistant I/Computer Lab Assistant .....	35
095500	Instructional Assistant II .....	36
074600	Instructional Assistant II (CH/D/HH) .....	37
075400	Instructional Assistant, Special Education II (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH) .....	37
077100	Instructional Assistant II/Computer Lab Assistant .....	39
096700	Interpreter for the Deaf I .....	50
096200	Interpreter for the Deaf II .....	53
096300	Interpreter for the Deaf III .....	56
097600	Job Developer, Employment Service .....	46
1585000	Occupational Therapist .....	67
097800	Media Technician .....	47
130500	Parent Advisor .....	46

<b>Job Class Code</b>	<b>Job Class Title</b>	<b>Salary Range</b>
096500	School Community Liaison I.....	30
098300	School Community Liaison II .....	34
099300	School Community Liaison III .....	38
099400	School Community Liaison IV .....	42
094900	Student Outreach Worker .....	42
078300	Teacher Assistant, Bilingual I/Computer Lab Assistant .....	40
078500	Teacher Assistant, Bilingual II/Computer Lab Assistant .....	42
077300	Teacher Assistant Bilingual I - Bilingual/Cambodian .....	37
076200	Teacher Assistant Bilingual I - Bilingual/Cantonese .....	37
076400	Teacher Assistant Bilingual I - Bilingual/Hindustani .....	37
076600	Teacher Assistant Bilingual I - Bilingual/Hmong .....	37
076800	Teacher Assistant Bilingual I - Bilingual/Japanese .....	37
077000	Teacher Assistant Bilingual I - Bilingual/Korean .....	37
077200	Teacher Assistant Bilingual I - Bilingual/Laotian .....	37
077400	Teacher Assistant Bilingual I - Bilingual/Mien .....	37
076500	Teacher Assistant Bilingual I - Bilingual/Russian .....	37
077600	Teacher Assistant Bilingual I - Bilingual/Spanish .....	37
077800	Teacher Assistant Bilingual I - Bilingual/Vietnamese .....	37
052800	Teacher Assistant Bilingual II - Bilingual/Cambodian .....	39
078000	Teacher Assistant Bilingual II - Bilingual/Cantonese .....	39
078200	Teacher Assistant Bilingual II - Bilingual/Hindustani .....	39
078400	Teacher Assistant Bilingual II - Bilingual/Hmong .....	39
078600	Teacher Assistant Bilingual II - Bilingual/Japanese .....	39
078800	Teacher Assistant Bilingual II - Bilingual/Korean .....	39
079000	Teacher Assistant Bilingual II - Bilingual/Laotian .....	39
079200	Teacher Assistant Bilingual II - Bilingual/Mien .....	39
078700	Teacher Assistant Bilingual II - Bilingual/Russian .....	39
079400	Teacher Assistant Bilingual II - Bilingual/Spanish .....	39
079600	Teacher Assistant Bilingual II - Bilingual/Vietnamese .....	39
097400	Teacher Associate .....	40
074800	Teacher Associate (CH/D/HH) .....	41
075600	Teacher Associate, Special Education (LH, RSP, CH/SLH, DIS, PH/OH, PH/VH, SH) .....	41
077900	Teacher Associate/Computer Lab Assistant .....	43
097300	Teacher Candidate .....	44
078100	Teacher Candidate/Computer Lab Assistant .....	47
050900	Technician I, Instructional Media .....	38
051000	Technician II, Instructional Media .....	41
093300	Walking Attendant .....	23
097900	Youth Employment Services Technician .....	37



# Service Employees International Union (SEIU)

## Placement of Classes on Ranges 2002-2003

*(Effective Approximately July 1, 2002)*

### OPERATIONS-SUPPORT SERVICES UNIT

Job Class Code	Job Class Title	Salary Range
090100	Automotive Service Attendant .....	37
091500	Bus Attendant .....	28
092000	Bus Driver .....	41
092500	Bus Vehicle Mechanic .....	53
061000	Custodian .....	34
098200	Deliveryworker .....	34
191000	DSA Inspector .....	64
045800	Facilities Project Technician .....	59
061700	Floor Maintenance Worker .....	35
072200	Food Service Assistant I .....	27
072600	Food Service Assistant II .....	29
073000	Food Service Assistant III Cook/Baker .....	31
072500	Food Service Assistant III Transport .....	31
061800	Lead Floor Maintenance Worker .....	37
066000	Night Watchperson .....	27
064500	Pest Control Technician .....	44
090400	School Bus Driver Instructor .....	49
061300	Swimming Pool Custodian .....	35
099600	Toolroom Attendant .....	32
092800	Transportation Lead Mechanic .....	55
092200	Transportation Scheduler/Dispatcher .....	46
065300	Utility Worker/Central Operations .....	38
099800	Warehouse Worker .....	48
066100	Watchperson, Weekends and Holidays .....	28





# Service Employees International Union (SEIU)

## Classifications With Flat Rate Salary 2002-2003

*(Effective Approximately July 1, 2002)*

### OPERATIONS-SUPPORT SERVICES UNIT

Job Class Code	Job Class Title	Flat Rate
080200	Air Conditioning and Refrigeration Installation and Repairperson/Plumber .....	\$27.44
192000	Assistant Painter Foreman .....	\$28.97
087300	Assistant Plumber Foreperson .....	\$28.83
080600	Asbestos Repair Worker .....	\$24.49
080700	Asbestos Repair Worker/Trainee .....	\$17.27
081000	Backflow Prevention/Water Treatment Technician ..... *	\$3,620
081100	Carpenter .....	\$27.91
081300	Carpenter, Assistant Foreperson .....	\$29.31
082100	Electrician .....	\$28.50
082000	Electrician, Assistant Foreperson .....	\$29.93
082400	Electronics Technician .....	\$25.81
082500	Electronics Technician, Assistant Foreperson .....	\$27.10
082600	Engineer ..... *	\$3,620
083000	Floor, Tile and Shade Repairperson .....	\$26.81
084100	Glazier .....	\$26.81
085700	Grounds Equipment Repair Person--Lawn Mower Shop.....	\$19.87
085100	Laborer .....	\$18.92
085000	Laborer, Assistant Foreperson .....	\$19.87
085500	Laborer-Gardener .....	\$17.24
085400	Laborer-Gardener, Assistant Foreperson .....	\$19.87
085600	Laborer-Gardener/High School .....	\$18.05
085800	Locksmith/Hardware Repair Technician .....	\$20.50
062000	Maintenance Engineer Specialist .....	\$23.28
086100	Painter, Brush .....	\$26.81
086300	Painter, Sign .....	\$27.59
086200	Painter, Spray .....	\$27.59
087100	Plumber .....	\$27.44
063000	Power Equipment Machinist ..... *	\$3,531
088800	Sprinkler Fitter/Plumber Assistant .....	\$23.43
089100	Welder .....	\$25.13

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

SALARY RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour
22	\$1,550	\$8.95	\$1,625	\$9.39	\$1,692	\$9.77	\$1,774	\$10.23	\$1,847	\$10.66
23	\$1,592	\$9.19	\$1,663	\$9.60	\$1,728	\$9.98	\$1,819	\$10.50	\$1,886	\$10.89
24	\$1,625	\$9.39	\$1,692	\$9.77	\$1,774	\$10.23	\$1,847	\$10.66	\$1,930	\$11.12
25	\$1,663	\$9.60	\$1,728	\$9.98	\$1,819	\$10.50	\$1,886	\$10.89	\$1,966	\$11.34
26	\$1,692	\$9.77	\$1,774	\$10.23	\$1,847	\$10.66	\$1,930	\$11.12	\$2,014	\$11.62
27	\$1,728	\$9.98	\$1,819	\$10.50	\$1,886	\$10.89	\$1,966	\$11.34	\$2,054	\$11.85
28	\$1,774	\$10.23	\$1,847	\$10.66	\$1,930	\$11.12	\$2,014	\$11.62	\$2,104	\$12.14
29	\$1,819	\$10.50	\$1,886	\$10.89	\$1,966	\$11.34	\$2,054	\$11.85	\$2,133	\$12.30
30	\$1,847	\$10.66	\$1,930	\$11.12	\$2,014	\$11.62	\$2,104	\$12.14	\$2,189	\$12.61
31	\$1,886	\$10.89	\$1,966	\$11.34	\$2,054	\$11.85	\$2,133	\$12.30	\$2,236	\$12.90
32	\$1,930	\$11.12	\$2,014	\$11.62	\$2,104	\$12.14	\$2,189	\$12.61	\$2,290	\$13.21
33	\$1,966	\$11.34	\$2,054	\$11.85	\$2,133	\$12.30	\$2,236	\$12.90	\$2,337	\$13.48
34	\$2,014	\$11.62	\$2,104	\$12.14	\$2,189	\$12.61	\$2,290	\$13.21	\$2,391	\$13.79
35	\$2,054	\$11.85	\$2,133	\$12.30	\$2,236	\$12.90	\$2,337	\$13.48	\$2,447	\$14.13
36	\$2,104	\$12.14	\$2,189	\$12.61	\$2,290	\$13.21	\$2,391	\$13.79	\$2,499	\$14.40
37	\$2,133	\$12.30	\$2,236	\$12.90	\$2,337	\$13.48	\$2,447	\$14.13	\$2,552	\$14.71
38	\$2,189	\$12.61	\$2,290	\$13.21	\$2,391	\$13.79	\$2,499	\$14.40	\$2,613	\$15.07
39	\$2,236	\$12.90	\$2,337	\$13.48	\$2,447	\$14.13	\$2,552	\$14.71	\$2,674	\$15.43
40	\$2,290	\$13.21	\$2,391	\$13.79	\$2,499	\$14.40	\$2,613	\$15.07	\$2,737	\$15.79
41	\$2,337	\$13.48	\$2,447	\$14.13	\$2,552	\$14.71	\$2,674	\$15.43	\$2,796	\$16.13
42	\$2,391	\$13.79	\$2,499	\$14.40	\$2,613	\$15.07	\$2,737	\$15.79	\$2,866	\$16.53
43	\$2,447	\$14.13	\$2,552	\$14.71	\$2,674	\$15.43	\$2,796	\$16.13	\$2,925	\$16.87
44	\$2,499	\$14.40	\$2,613	\$15.07	\$2,737	\$15.79	\$2,866	\$16.53	\$2,994	\$17.27
45	\$2,552	\$14.71	\$2,674	\$15.43	\$2,796	\$16.13	\$2,925	\$16.87	\$3,063	\$17.65
46	\$2,613	\$15.07	\$2,737	\$15.79	\$2,866	\$16.53	\$2,994	\$17.27	\$3,139	\$18.10
47	\$2,674	\$15.43	\$2,796	\$16.13	\$2,925	\$16.87	\$3,063	\$17.65	\$3,214	\$18.54
48	\$2,737	\$15.79	\$2,866	\$16.53	\$2,994	\$17.27	\$3,139	\$18.10	\$3,278	\$18.92
49	\$2,796	\$16.13	\$2,925	\$16.87	\$3,063	\$17.65	\$3,214	\$18.54	\$3,361	\$19.39
50	\$2,866	\$16.53	\$2,994	\$17.27	\$3,139	\$18.10	\$3,278	\$18.92	\$3,451	\$19.91
51	\$2,925	\$16.87	\$3,063	\$17.65	\$3,214	\$18.54	\$3,361	\$19.39	\$3,519	\$20.30
52	\$2,994	\$17.27	\$3,139	\$18.10	\$3,278	\$18.92	\$3,451	\$19.91	\$3,615	\$20.85
53	\$3,063	\$17.65	\$3,214	\$18.54	\$3,361	\$19.39	\$3,519	\$20.30	\$3,699	\$21.34

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

SALARY RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour
54	\$3,139	\$18.10	\$3,278	\$18.92	\$3,451	\$19.91	\$3,615	\$20.85	\$3,787	\$21.86
55	\$3,214	\$18.54	\$3,361	\$19.39	\$3,519	\$20.30	\$3,699	\$21.34	\$3,881	\$22.39
56	\$3,278	\$18.92	\$3,451	\$19.91	\$3,615	\$20.85	\$3,787	\$21.86	\$3,979	\$22.95
57	\$3,361	\$19.39	\$3,519	\$20.30	\$3,699	\$21.34	\$3,881	\$22.39	\$4,064	\$23.45
58	\$3,451	\$19.91	\$3,615	\$20.85	\$3,787	\$21.86	\$3,979	\$22.95	\$4,165	\$24.03
59	\$3,519	\$20.30	\$3,699	\$21.34	\$3,881	\$22.39	\$4,064	\$23.45	\$4,261	\$24.59
60	\$3,615	\$20.85	\$3,787	\$21.86	\$3,979	\$22.95	\$4,165	\$24.03	\$4,370	\$25.22
61	\$3,699	\$21.34	\$3,881	\$22.39	\$4,064	\$23.45	\$4,261	\$24.59	\$4,471	\$25.79
62	\$3,787	\$21.86	\$3,979	\$22.95	\$4,165	\$24.03	\$4,370	\$25.22	\$4,579	\$26.42
63	\$3,881	\$22.39	\$4,064	\$23.45	\$4,261	\$24.59	\$4,471	\$25.79	\$4,688	\$27.04
64	\$3,979	\$22.95	\$4,165	\$24.03	\$4,370	\$25.22	\$4,579	\$26.42	\$4,802	\$27.70
65	\$4,064	\$23.45	\$4,261	\$24.59	\$4,471	\$25.79	\$4,688	\$27.04	\$4,924	\$28.42
66	\$4,165	\$24.03	\$4,370	\$25.22	\$4,579	\$26.42	\$4,802	\$27.70	\$5,043	\$29.08
67	\$4,261	\$24.59	\$4,471	\$25.79	\$4,688	\$27.04	\$4,924	\$28.42	\$5,165	\$29.79
68	\$4,370	\$25.22	\$4,579	\$26.42	\$4,802	\$27.70	\$5,043	\$29.08	\$5,289	\$30.52
69	\$4,471	\$25.79	\$4,688	\$27.04	\$4,924	\$28.42	\$5,165	\$29.79	\$5,418	\$31.26
70	\$4,579	\$26.42	\$4,802	\$27.70	\$5,043	\$29.08	\$5,289	\$30.52	\$5,556	\$32.06
71	\$4,688	\$27.04	\$4,924	\$28.42	\$5,165	\$29.79	\$5,418	\$31.26	\$5,688	\$32.82
72	\$4,802	\$27.70	\$5,043	\$29.08	\$5,289	\$30.52	\$5,556	\$32.06	\$5,829	\$33.63
73	\$4,924	\$28.42	\$5,165	\$29.79	\$5,418	\$31.26	\$5,688	\$32.82	\$5,969	\$34.44
74	\$5,043	\$29.08	\$5,289	\$30.52	\$5,556	\$32.06	\$5,829	\$33.63	\$6,119	\$35.30
75	\$5,165	\$29.79	\$5,418	\$31.26	\$5,688	\$32.82	\$5,969	\$34.44	\$6,269	\$36.18
76	\$5,289	\$30.52	\$5,556	\$32.06	\$5,829	\$33.63	\$6,119	\$35.30	\$6,422	\$37.05
77	\$5,418	\$31.26	\$5,688	\$32.82	\$5,969	\$34.44	\$6,269	\$36.18	\$6,571	\$37.92
78	\$5,556	\$32.06	\$5,829	\$33.63	\$6,119	\$35.30	\$6,422	\$37.05	\$6,742	\$38.90
79	\$5,688	\$32.82	\$5,969	\$34.44	\$6,269	\$36.18	\$6,571	\$37.92	\$6,900	\$39.82
80	\$5,829	\$33.63	\$6,119	\$35.30	\$6,422	\$37.05	\$6,742	\$38.90	\$7,072	\$40.80

**Longevity Increment:** Effective July 1, 2001, a \$733 annual stipend after completion of 10, 16, 19, 22, and 25 years of credited service. **In-Service Growth:** Effective July 1, 1990, a stipend of \$5.00 per month, per semester unit of credit may be earned after three years of service, for up to a total of 32 units. Effective July 1, 1998, the compensation per unit of allowable credit and maximum number of units shall be increased as follows: 0 - 6.5 units = \$5; 7 - 13.5 units = \$6; 14 - 20.5 units = \$7; 21 - 47 units = \$8. District and/or union sponsored training programs will receive credit of one unit per 16 hours of training. **Hourly Rates:** Computed on the basis of 173.333 average work-hours per month.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

Hourly	Time 1/2	Daily	Monthly	Annually
\$8.95	\$13.43	\$71.60	\$1,550	\$18,600
\$9.19	\$13.79	\$73.52	\$1,592	\$19,104
\$9.39	\$14.09	\$75.12	\$1,625	\$19,500
\$9.60	\$14.40	\$76.80	\$1,663	\$19,956
\$9.77	\$14.66	\$78.16	\$1,692	\$20,304
\$9.98	\$14.97	\$79.84	\$1,728	\$20,736
\$10.23	\$15.35	\$81.84	\$1,774	\$21,288
\$10.50	\$15.75	\$84.00	\$1,819	\$21,828
\$10.66	\$15.99	\$85.28	\$1,847	\$22,164
\$10.89	\$16.34	\$87.12	\$1,886	\$22,632
\$11.12	\$16.68	\$88.96	\$1,930	\$23,160
\$11.34	\$17.01	\$90.72	\$1,966	\$23,592
\$11.62	\$17.43	\$92.96	\$2,014	\$24,168
\$11.85	\$17.78	\$94.80	\$2,054	\$24,648
\$12.14	\$18.21	\$97.12	\$2,104	\$25,248
\$12.30	\$18.45	\$98.40	\$2,133	\$25,596
\$12.61	\$18.92	\$100.88	\$2,189	\$26,268
\$12.90	\$19.35	\$103.20	\$2,236	\$26,832
\$13.21	\$19.82	\$105.68	\$2,290	\$27,480
\$13.48	\$20.22	\$107.84	\$2,337	\$28,044
\$13.79	\$20.69	\$110.32	\$2,391	\$28,692
\$14.13	\$21.20	\$113.04	\$2,447	\$29,364
\$14.40	\$21.60	\$115.20	\$2,499	\$29,988
\$14.71	\$22.07	\$117.68	\$2,552	\$30,624
\$15.07	\$22.61	\$120.56	\$2,613	\$31,356
\$15.43	\$23.15	\$123.44	\$2,674	\$32,088
\$15.79	\$23.69	\$126.32	\$2,737	\$32,844
\$16.13	\$24.20	\$129.04	\$2,796	\$33,552
\$16.53	\$24.80	\$132.24	\$2,866	\$34,392
\$16.87	\$25.31	\$134.96	\$2,925	\$35,100
\$17.27	\$25.91	\$138.16	\$2,994	\$35,928
\$17.65	\$26.48	\$141.20	\$3,063	\$36,756
\$18.10	\$27.15	\$144.80	\$3,139	\$37,668
\$18.54	\$27.81	\$148.32	\$3,214	\$38,568

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

Hourly	Time 1/2	Daily	Monthly	Annually
\$18.92	\$28.38	\$151.36	\$3,278	\$39,336
\$19.39	\$29.09	\$155.12	\$3,361	\$40,332
\$19.91	\$29.87	\$159.28	\$3,451	\$41,412
\$20.30	\$30.45	\$162.40	\$3,519	\$42,228
\$20.85	\$31.28	\$166.80	\$3,615	\$43,380
\$21.34	\$32.01	\$170.72	\$3,699	\$44,388
\$21.86	\$32.79	\$174.88	\$3,787	\$45,444
\$22.39	\$33.59	\$179.12	\$3,881	\$46,572
\$22.95	\$34.43	\$183.60	\$3,979	\$47,748
\$23.45	\$35.18	\$187.60	\$4,064	\$48,768
\$24.03	\$36.05	\$192.24	\$4,165	\$49,980
\$24.59	\$36.89	\$196.72	\$4,261	\$51,132
\$25.22	\$37.83	\$201.76	\$4,370	\$52,440
\$25.79	\$38.69	\$206.32	\$4,471	\$53,652
\$26.42	\$39.63	\$211.36	\$4,579	\$54,948
\$27.04	\$40.56	\$216.32	\$4,688	\$56,256
\$27.70	\$41.55	\$221.60	\$4,802	\$57,624
\$28.42	\$42.63	\$227.36	\$4,924	\$59,088
\$29.08	\$43.62	\$232.64	\$5,043	\$60,516
\$29.79	\$44.69	\$238.32	\$5,165	\$61,980
\$30.52	\$45.78	\$244.16	\$5,289	\$63,468
\$31.26	\$46.89	\$250.08	\$5,418	\$65,016
\$32.06	\$48.09	\$256.48	\$5,556	\$66,672
\$32.82	\$49.23	\$262.56	\$5,688	\$68,256
\$33.63	\$50.45	\$269.04	\$5,829	\$69,948
\$34.44	\$51.66	\$275.52	\$5,969	\$71,628
\$35.30	\$52.95	\$282.40	\$6,119	\$73,428
\$36.18	\$54.27	\$289.44	\$6,269	\$75,228
\$37.05	\$55.58	\$296.40	\$6,422	\$77,064
\$37.92	\$56.88	\$303.36	\$6,571	\$78,852
\$38.90	\$58.35	\$311.20	\$6,742	\$80,904
\$39.82	\$59.73	\$318.56	\$6,900	\$82,800
\$40.80	\$61.20	\$326.40	\$7,072	\$84,864

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**Second Shift, 5% Differential**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

SALARY RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour
27	\$1,814	\$10.48	\$1,910	\$11.03	\$1,980	\$11.43	\$2,064	\$11.91	\$2,157	\$12.44
28	\$1,863	\$10.74	\$1,939	\$11.19	\$2,027	\$11.68	\$2,115	\$12.20	\$2,209	\$12.75
29	\$1,910	\$11.03	\$1,980	\$11.43	\$2,064	\$11.91	\$2,157	\$12.44	\$2,240	\$12.92
30	\$1,939	\$11.19	\$2,027	\$11.68	\$2,115	\$12.20	\$2,209	\$12.75	\$2,298	\$13.24
31	\$1,980	\$11.43	\$2,064	\$11.91	\$2,157	\$12.44	\$2,240	\$12.92	\$2,348	\$13.55
32	\$2,027	\$11.68	\$2,115	\$12.20	\$2,209	\$12.75	\$2,298	\$13.24	\$2,405	\$13.87
33	\$2,064	\$11.91	\$2,157	\$12.44	\$2,240	\$12.92	\$2,348	\$13.55	\$2,454	\$14.15
34	\$2,115	\$12.20	\$2,209	\$12.75	\$2,298	\$13.24	\$2,405	\$13.87	\$2,511	\$14.48
35	\$2,157	\$12.44	\$2,240	\$12.92	\$2,348	\$13.55	\$2,454	\$14.15	\$2,569	\$14.84
36	\$2,209	\$12.75	\$2,298	\$13.24	\$2,405	\$13.87	\$2,511	\$14.48	\$2,624	\$15.12
37	\$2,240	\$12.92	\$2,348	\$13.55	\$2,454	\$14.15	\$2,569	\$14.84	\$2,680	\$15.45
38	\$2,298	\$13.24	\$2,405	\$13.87	\$2,511	\$14.48	\$2,624	\$15.12	\$2,744	\$15.82
39	\$2,348	\$13.55	\$2,454	\$14.15	\$2,569	\$14.84	\$2,680	\$15.45	\$2,808	\$16.20
40	\$2,405	\$13.87	\$2,511	\$14.48	\$2,624	\$15.12	\$2,744	\$15.82	\$2,874	\$16.58
41	\$2,454	\$14.15	\$2,569	\$14.84	\$2,680	\$15.45	\$2,808	\$16.20	\$2,936	\$16.94
42	\$2,511	\$14.48	\$2,624	\$15.12	\$2,744	\$15.82	\$2,874	\$16.58	\$3,009	\$17.36
43	\$2,569	\$14.84	\$2,680	\$15.45	\$2,808	\$16.20	\$2,936	\$16.94	\$3,071	\$17.71
44	\$2,624	\$15.12	\$2,744	\$15.82	\$2,874	\$16.58	\$3,009	\$17.36	\$3,144	\$18.13
45	\$2,680	\$15.45	\$2,808	\$16.20	\$2,936	\$16.94	\$3,071	\$17.71	\$3,216	\$18.53
46	\$2,744	\$15.82	\$2,874	\$16.58	\$3,009	\$17.36	\$3,144	\$18.13	\$3,296	\$19.01
47	\$2,808	\$16.20	\$2,936	\$16.94	\$3,071	\$17.71	\$3,216	\$18.53	\$3,375	\$19.47
48	\$2,874	\$16.58	\$3,009	\$17.36	\$3,144	\$18.13	\$3,296	\$19.01	\$3,442	\$19.87
49	\$2,936	\$16.94	\$3,071	\$17.71	\$3,216	\$18.53	\$3,375	\$19.47	\$3,529	\$20.36
50	\$3,009	\$17.36	\$3,144	\$18.13	\$3,296	\$19.01	\$3,442	\$19.87	\$3,624	\$20.91
51	\$3,071	\$17.71	\$3,216	\$18.53	\$3,375	\$19.47	\$3,529	\$20.36	\$3,695	\$21.32
52	\$3,144	\$18.13	\$3,296	\$19.01	\$3,442	\$19.87	\$3,624	\$20.91	\$3,796	\$21.89
53	\$3,216	\$18.53	\$3,375	\$19.47	\$3,529	\$20.36	\$3,695	\$21.32	\$3,884	\$22.41
54	\$3,296	\$19.01	\$3,442	\$19.87	\$3,624	\$20.91	\$3,796	\$21.89	\$3,976	\$22.95
55	\$3,375	\$19.47	\$3,529	\$20.36	\$3,695	\$21.32	\$3,884	\$22.41	\$4,075	\$23.51
56	\$3,442	\$19.87	\$3,624	\$20.91	\$3,796	\$21.89	\$3,976	\$22.95	\$4,178	\$24.10
57	\$3,529	\$20.36	\$3,695	\$21.32	\$3,884	\$22.41	\$4,075	\$23.51	\$4,267	\$24.62
58	\$3,624	\$20.91	\$3,796	\$21.89	\$3,976	\$22.95	\$4,178	\$24.10	\$4,373	\$25.23
59	\$3,695	\$21.32	\$3,884	\$22.41	\$4,075	\$23.51	\$4,267	\$24.62	\$4,474	\$25.82

**Longevity Increment:** Effective July 1, 2001, a \$733 annual stipend after completion of 10, 16, 19, 22, and 25 years of credited service. **In-Service Growth:** Effective July 1, 1990, a stipend of \$5.00 per month, per semester unit of credit may be earned after three years of service, for up to a total of 32 units. Effective July 1, 1998, the compensation per unit of allowable credit and maximum number of units shall be increased as follows: 0 - 6.5 units = \$5; 7 - 13.5 units = \$6; 14 - 20.5 units = \$7; 21 - 47 units = \$8. District and/or union sponsored training programs will receive credit of one unit per 16 hours of training. **Hourly Rates:** Computed on the basis of 173.333 average work-hours per month.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**Second Shift, 5% Differential**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

Hourly	Time 1/2	Daily	Monthly	Annually
\$10.48	\$15.72	\$83.84	\$1,814	\$21,768
\$10.74	\$16.11	\$85.92	\$1,863	\$22,356
\$11.03	\$16.55	\$88.24	\$1,910	\$22,920
\$11.19	\$16.79	\$89.52	\$1,939	\$23,268
\$11.43	\$17.15	\$91.44	\$1,980	\$23,760
\$11.68	\$17.52	\$93.44	\$2,027	\$24,324
\$11.91	\$17.87	\$95.28	\$2,064	\$24,768
\$12.20	\$18.30	\$97.60	\$2,115	\$25,380
\$12.44	\$18.66	\$99.52	\$2,157	\$25,884
\$12.75	\$19.13	\$102.00	\$2,209	\$26,508
\$12.92	\$19.38	\$103.36	\$2,240	\$26,880
\$13.24	\$19.86	\$105.92	\$2,298	\$27,576
\$13.55	\$20.33	\$108.40	\$2,348	\$28,176
\$13.87	\$20.81	\$110.96	\$2,405	\$28,860
\$14.15	\$21.23	\$113.20	\$2,454	\$29,448
\$14.48	\$21.72	\$115.84	\$2,511	\$30,132
\$14.84	\$22.26	\$118.72	\$2,569	\$30,828
\$15.12	\$22.68	\$120.96	\$2,624	\$31,488
\$15.45	\$23.18	\$123.60	\$2,680	\$32,160
\$15.82	\$23.73	\$126.56	\$2,744	\$32,928
\$16.20	\$24.30	\$129.60	\$2,808	\$33,696
\$16.58	\$24.87	\$132.64	\$2,874	\$34,488
\$16.94	\$25.41	\$135.52	\$2,936	\$35,232
\$17.36	\$26.04	\$138.88	\$3,009	\$36,108
\$17.71	\$26.57	\$141.68	\$3,071	\$36,852
\$18.13	\$27.20	\$145.04	\$3,144	\$37,728
\$18.53	\$27.80	\$148.24	\$3,216	\$38,592
\$19.01	\$28.52	\$152.08	\$3,296	\$39,552
\$19.47	\$29.21	\$155.76	\$3,375	\$40,500
\$19.87	\$29.81	\$158.96	\$3,442	\$41,304
\$20.36	\$30.54	\$162.88	\$3,529	\$42,348
\$20.91	\$31.37	\$167.28	\$3,624	\$43,488
\$21.32	\$31.98	\$170.56	\$3,695	\$44,340
\$21.89	\$32.84	\$175.12	\$3,796	\$45,552
\$22.41	\$33.62	\$179.28	\$3,884	\$46,608
\$22.95	\$34.43	\$183.60	\$3,976	\$47,712
\$23.51	\$35.27	\$188.08	\$4,075	\$48,900
\$24.10	\$36.15	\$192.80	\$4,178	\$50,136
\$24.62	\$36.93	\$196.96	\$4,267	\$51,204
\$25.23	\$37.85	\$201.84	\$4,373	\$52,476
\$25.82	\$38.73	\$206.56	\$4,474	\$53,688

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**Third Shift, 8.5% Differential**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

SALARY RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour
27	\$1,875	\$10.83	\$1,974	\$11.39	\$2,046	\$11.82	\$2,133	\$12.30	\$2,229	\$12.86
28	\$1,925	\$11.10	\$2,004	\$11.57	\$2,094	\$12.07	\$2,185	\$12.61	\$2,283	\$13.17
29	\$1,974	\$11.39	\$2,046	\$11.82	\$2,133	\$12.30	\$2,229	\$12.86	\$2,314	\$13.35
30	\$2,004	\$11.57	\$2,094	\$12.07	\$2,185	\$12.61	\$2,283	\$13.17	\$2,375	\$13.68
31	\$2,046	\$11.82	\$2,133	\$12.30	\$2,229	\$12.86	\$2,314	\$13.35	\$2,426	\$14.00
32	\$2,094	\$12.07	\$2,185	\$12.61	\$2,283	\$13.17	\$2,375	\$13.68	\$2,485	\$14.33
33	\$2,133	\$12.30	\$2,229	\$12.86	\$2,314	\$13.35	\$2,426	\$14.00	\$2,536	\$14.63
34	\$2,185	\$12.61	\$2,283	\$13.17	\$2,375	\$13.68	\$2,485	\$14.33	\$2,594	\$14.96
35	\$2,229	\$12.86	\$2,314	\$13.35	\$2,426	\$14.00	\$2,536	\$14.63	\$2,655	\$15.33
36	\$2,283	\$13.17	\$2,375	\$13.68	\$2,485	\$14.33	\$2,594	\$14.96	\$2,711	\$15.62
37	\$2,314	\$13.35	\$2,426	\$14.00	\$2,536	\$14.63	\$2,655	\$15.33	\$2,769	\$15.96
38	\$2,375	\$13.68	\$2,485	\$14.33	\$2,594	\$14.96	\$2,711	\$15.62	\$2,835	\$16.35
39	\$2,426	\$14.00	\$2,536	\$14.63	\$2,655	\$15.33	\$2,769	\$15.96	\$2,901	\$16.74
40	\$2,485	\$14.33	\$2,594	\$14.96	\$2,711	\$15.62	\$2,835	\$16.35	\$2,970	\$17.13
41	\$2,536	\$14.63	\$2,655	\$15.33	\$2,769	\$15.96	\$2,901	\$16.74	\$3,034	\$17.50
42	\$2,594	\$14.96	\$2,711	\$15.62	\$2,835	\$16.35	\$2,970	\$17.13	\$3,110	\$17.94
43	\$2,655	\$15.33	\$2,769	\$15.96	\$2,901	\$16.74	\$3,034	\$17.50	\$3,174	\$18.30
44	\$2,711	\$15.62	\$2,835	\$16.35	\$2,970	\$17.13	\$3,110	\$17.94	\$3,248	\$18.74
45	\$2,769	\$15.96	\$2,901	\$16.74	\$3,034	\$17.50	\$3,174	\$18.30	\$3,323	\$19.15
46	\$2,835	\$16.35	\$2,970	\$17.13	\$3,110	\$17.94	\$3,248	\$18.74	\$3,406	\$19.64
47	\$2,901	\$16.74	\$3,034	\$17.50	\$3,174	\$18.30	\$3,323	\$19.15	\$3,487	\$20.12
48	\$2,970	\$17.13	\$3,110	\$17.94	\$3,248	\$18.74	\$3,406	\$19.64	\$3,557	\$20.53
49	\$3,034	\$17.50	\$3,174	\$18.30	\$3,323	\$19.15	\$3,487	\$20.12	\$3,647	\$21.04
50	\$3,110	\$17.94	\$3,248	\$18.74	\$3,406	\$19.64	\$3,557	\$20.53	\$3,744	\$21.60
51	\$3,174	\$18.30	\$3,323	\$19.15	\$3,487	\$20.12	\$3,647	\$21.04	\$3,818	\$22.03
52	\$3,248	\$18.74	\$3,406	\$19.64	\$3,557	\$20.53	\$3,744	\$21.60	\$3,922	\$22.62
53	\$3,323	\$19.15	\$3,487	\$20.12	\$3,647	\$21.04	\$3,818	\$22.03	\$4,013	\$23.15
54	\$3,406	\$19.64	\$3,557	\$20.53	\$3,744	\$21.60	\$3,922	\$22.62	\$4,109	\$23.72
55	\$3,487	\$20.12	\$3,647	\$21.04	\$3,818	\$22.03	\$4,013	\$23.15	\$4,211	\$24.29
56	\$3,557	\$20.53	\$3,744	\$21.60	\$3,922	\$22.62	\$4,109	\$23.72	\$4,317	\$24.90
57	\$3,647	\$21.04	\$3,818	\$22.03	\$4,013	\$23.15	\$4,211	\$24.29	\$4,409	\$25.44
58	\$3,744	\$21.60	\$3,922	\$22.62	\$4,109	\$23.72	\$4,317	\$24.90	\$4,519	\$26.07
59	\$3,818	\$22.03	\$4,013	\$23.15	\$4,211	\$24.29	\$4,409	\$25.44	\$4,623	\$26.68

**Longevity Increment:** Effective July 1, 2001, a \$733 annual stipend after completion of 10, 16, 19, 22, and 25 years of credited service. **In-Service Growth:** Effective July 1, 1990, a stipend of \$5.00 per month, per semester unit of credit may be earned after three years of service, for up to a total of 32 units. Effective July 1, 1998, the compensation per unit of allowable credit and maximum number of units shall be increased as follows: 0 - 6.5 units = \$5; 7 - 13.5 units = \$6; 14 - 20.5 units = \$7; 21 - 47 units = \$8. District and/or union sponsored training programs will receive credit of one unit per 16 hours of training. **Hourly Rates:** Computed on the basis of 173.333 average work-hours per month.



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Salary Schedule for Service Employees International Union (SEIU)**  
**Third Shift, 8.5% Differential**  
**2002-2003**  
*(Effective Approximately July 1, 2002)*

Hourly	Time 1/2	Daily	Monthly	Annually
\$10.83	\$16.25	\$86.64	\$1,875	\$22,500
\$11.10	\$16.65	\$88.80	\$1,925	\$23,100
\$11.39	\$17.09	\$91.12	\$1,974	\$23,688
\$11.57	\$17.36	\$92.56	\$2,004	\$24,048
\$11.82	\$17.73	\$94.56	\$2,046	\$24,552
\$12.07	\$18.11	\$96.56	\$2,094	\$25,128
\$12.30	\$18.45	\$98.40	\$2,133	\$25,596
\$12.61	\$18.92	\$100.88	\$2,185	\$26,220
\$12.86	\$19.29	\$102.88	\$2,229	\$26,748
\$13.17	\$19.76	\$105.36	\$2,283	\$27,396
\$13.35	\$20.03	\$106.80	\$2,314	\$27,768
\$13.68	\$20.52	\$109.44	\$2,375	\$28,500
\$14.00	\$21.00	\$112.00	\$2,426	\$29,112
\$14.33	\$21.50	\$114.64	\$2,485	\$29,820
\$14.63	\$21.95	\$117.04	\$2,536	\$30,432
\$14.96	\$22.44	\$119.68	\$2,594	\$31,128
\$15.33	\$23.00	\$122.64	\$2,655	\$31,860
\$15.62	\$23.43	\$124.96	\$2,711	\$32,532
\$15.96	\$23.94	\$127.68	\$2,769	\$33,228
\$16.35	\$24.53	\$130.80	\$2,835	\$34,020
\$16.74	\$25.11	\$133.92	\$2,901	\$34,812
\$17.13	\$25.70	\$137.04	\$2,970	\$35,640
\$17.50	\$26.25	\$140.00	\$3,034	\$36,408
\$17.94	\$26.91	\$143.52	\$3,110	\$37,320
\$18.30	\$27.45	\$146.40	\$3,174	\$38,088
\$18.74	\$28.11	\$149.92	\$3,248	\$38,976
\$19.15	\$28.73	\$153.20	\$3,323	\$39,876
\$19.64	\$29.46	\$157.12	\$3,406	\$40,872
\$20.12	\$30.18	\$160.96	\$3,487	\$41,844
\$20.53	\$30.80	\$164.24	\$3,557	\$42,684
\$21.04	\$31.56	\$168.32	\$3,647	\$43,764
\$21.60	\$32.40	\$172.80	\$3,744	\$44,928
\$22.03	\$33.05	\$176.24	\$3,818	\$45,816
\$22.62	\$33.93	\$180.96	\$3,922	\$47,064
\$23.15	\$34.73	\$185.20	\$4,013	\$48,156
\$23.72	\$35.58	\$189.76	\$4,109	\$49,308
\$24.29	\$36.44	\$194.32	\$4,211	\$50,532
\$24.90	\$37.35	\$199.20	\$4,317	\$51,804
\$25.44	\$38.16	\$203.52	\$4,409	\$52,908
\$26.07	\$39.11	\$208.56	\$4,519	\$54,228
\$26.68	\$40.02	\$213.44	\$4,623	\$55,476

## ATTACHMENTS

Unless otherwise noted, the following attachments are not part of the employer/employee Agreement and are not annexed to that Agreement, but are printed in this document only as convenience to the employees and administrators of the District, SEIU officials, and the members of the Sacramento community.

Attachment A	Family Medical Leave Act/California Family Rights Act
Attachment B	Tentative Agreement Regarding 194-Day Rule and Education Code Section 45103
Attachment C	Tentative Agreement Regarding 7-Hour Guarantee
Attachment D	Tentative Agreement Regarding AB 1974 and PERS
Attachment E	LOA for 9,10,11 Month Non Single Track Employee Paychecks
Attachment F	MOU for Summer and Intercession Pay for 9, 10, and 11 Month Employees

# **ATTACHMENT A**

**FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

## **FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

### **Introduction:**

The Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) parallel each other in all but a few areas. The FMLA specifically provides that any state law which provides greater employee rights will supersede the FMLA. In other words, where the CFRA creates rights and obligations which are absent from the FMLA, those rights and obligations may be enforced pursuant to the CFRA so long as the difference amounts to greater rights to the employee. In all cases except leave associated with pregnancy disability, however, rights and obligations pursuant to the FMLA and the CFRA shall run concurrently, 12 weeks of leave during a 12-month period count towards statutory maximums with regard to both the FMLA and the CFRA.

The following is a summary of the rights and obligations created under the FMLA and the CFRA. A distinction has been made between the two in areas where the two differ. The FMLA and CFRA may contain additional rights and obligations and both Acts should be referred to directly before attempting to exercise or assess the rights or obligations addressed in the following summary.

### **Definitions:**

#### **Child:**

Means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* (in place of a parent) who is either under 18 years of age or is 18 years of age or older and incapable of self-care because of mental or physical disability.

#### **Parent:**

A biological, foster or adoptive parent, step-parent, or someone who stood *in loco parentis* to an employee when the employee was a child.

#### **Spouse:**

Means a partner in marriage as defined in Family Code §300.

#### **Serious Health Condition:**

Is defined as an illness, injury, impairment, or physical or mental condition which involves inpatient care in a hospital, hospice, or residential care facility, or continuing treatment or continuing supervision by

a health care provider.

**Health Care Provider:**

Is defined as a doctor of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices, or any other person determined by the United States Secretary of Labor to be capable of providing health-care services.

**Eligible Employees:**

Any employee with more than 12 months of service with the Sacramento City Unified School District and who has worked for the District a minimum of 1250 hours during the preceding 12 month period is entitled to family and medical leave. childbirth, or related medical conditions.

**Duration of Allowable Leave:**

All eligible district employees are entitled to family care leave up to a total of 12 workweeks per 12 month period. Time periods and eligible leave for purposes of the CFRA shall run concurrently with time periods and eligible leave for purposes of the FMLA, except for any leave under the FMLA for disability on account of pregnancy.

**Entitlement to Leave:**

An eligible employee is entitled to take family care leave for one or more of the following reasons:

- (1) Birth of a child of the employee.
- (2) Placement of a child with the employee for adoption or foster care.
- (3) Serious health condition of the employee's child, spouse or parent.
- (4) Serious health condition of the employee.

Unlike the FMLA, pregnancy, childbirth and related medical conditions are excluded from the definition of serious health conditions under the CFRA. Therefore, under the CFRA, any leave for pregnancy disability pursuant to Government Code section 12945 is in addition to family and medical leave.

## **RESTRICTIONS AND LIMITATIONS ON LEAVE**

### **Expiration of Entitlement:**

Entitlement to leave for the birth or placement of a child shall expire 12 months after the birth or placement of the child.

### **Intermittent or Reduced Leave:**

Leave taken pursuant to CFRA may be taken in one or more periods.

Leave pursuant to FMLA for the birth or placement of a child shall not be taken intermittently or on a reduced leave schedule unless the District and the employee agree otherwise.

Entitlement to leave for a serious health condition of an employee or an employee's child, spouse or parent, when necessary for medical reasons, may be taken intermittently or on a reduced leave schedule. Whether or not leave is taken intermittently or on a reduced leave schedule, the total amount of leave to which the employee is entitled shall not be reduced beyond the amount of leave actually taken.

The District may require an employee, requesting intermittent or reduced leave as a result of planned medical treatment, to transfer temporarily to an alternate position which:

- a) has equivalent pay and benefits; and
- b) accommodates recurring periods of leave better than employee's regular position.

### **Unpaid Leave:**

Leave granted pursuant to either Act may be unpaid.

### **Relationship to Paid Leave:**

The District may require or an employee may elect to substitute any available paid leave which the District would normally provide for any part of the 12-week period of leave taken pursuant to either Act. However, under CFRA, an employee may not use sick leave for the birth of a child or to care for a family member unless it is mutually agreed upon between the District and the employee.

Under FMLA, an employee may elect, or an employer may require, substitution of paid sick or medical leave for leave to care for a sick family member, except that nothing in the FMLA requires an employer to provide paid sick or paid medical leave in any situation which such employer would not normally provide such paid leave.

Paid leave should be charged concurrently with FMLA and CFRA leave.

**Foreseeable Leave:**

In instances of the birth or placement of a child, if the necessity for leave is foreseeable, the employee shall give the District a minimum of 30 day's notice of his/her intent to take leave, unless there is a need for leave to begin in less than 30 days, in which case notice shall be given as soon as practicable.

In instances of serious health conditions, if the necessity for leave is foreseeable, the employee shall:

- 1) attempt to schedule the treatment based on approval of the health care provider at a time which provides the least disruption to the District; and
- 2) shall give the District a minimum of 30 day's notice of his/her intent to take leave, unless there is a need for leave to begin in less than 30 days, in which case notice shall be given as soon as practicable.

**Spouses Employed by the Same Employer:**

The CFRA and the FMLA differ with regard to the amount of leave allowed where a husband and wife are employed by the same employer. The CFRA limits leave for spouses employed by the same employer to an aggregate of 12 weeks where leave is for the birth or placement of a child. The FMLA also has this restriction, but places the same limits on leave for spouses employed by the same employer to care for a parent with a serious health condition.

**CERTIFICATION**

The District may require that employees taking leave for reasons constituting a serious health condition of either the employee or the employee's family shall provide certification by the relevant health care provider supporting the request for leave.

Certification shall contain the following:

- 1) date on which serious health condition commenced.
- 2) probable duration of the condition.
- 3) either a statement that the employee is needed to care for the child, spouse or parent and an estimate of the time needed or a statement that

the employee is unable to perform his/her job for intermittent or reduced leave certification and duration of the treatment or necessity and the expected duration and schedule of the leave.<sup>1</sup>

**Second Opinion:**

If the District questions the certification provided by the employee regarding the employee's own serious health condition, the District may require the employee to obtain a second opinion at District expense. The second health care provider must be designated or approved by the District, but shall not be employed by the District, and the second opinion may deal with any of the certification requirements.

**Conflicting Opinions:**

If the first and second opinions differ regarding an employee's own serious health condition, the District may require that a third opinion be obtained at District expense. The third health care provider must be approved or designated jointly by the District and the employee. The third opinion shall be binding on the District and the employee.

**Subsequent Recertification:**

The District may require the employee provide subsequent recertifications on a reasonable basis.

**RESTORATION OF POSITION**

**Employment and Benefits Protection:**

Any employee that takes leave shall be entitled, upon return from leave, to the same position or an equivalent position with equal benefits, pay terms and condition.

Leave taken pursuant to this Act shall not result in the loss of any employment benefits which accrued prior to the employee's leave. For example, if the employee has qualified for 3 days of personal leave each year, the employee may not be reinstated at a rate of 2 days of personal leave each year unless the reduction is unrelated to use of family leave. Employment benefits, however, may be exhausted in that the employer may require the employee to use accumulated paid leave during the period of leave provided under the Act.

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<sup>1</sup> The FMLA also requires a statement of the diagnosis of the condition. California law does not allow an employer to request information regarding the serious health condition involved.



An employee returning from leave is not entitled to any right, benefit or position which the employee would not have already been entitled had he/she not taken leave. To deny reinstatement the District must prove that the position ceased to exist solely as a result of business reasons.

The District may require an employee on leave for a serious health condition to provide certification that he/she is able to return to work.

The District may require an employee on leave to report periodically on his/her expected return to work.

The District must provide an employee on leave with any “unconditional” pay granted during leave.

**Exemption Concerning Certain Highly Compensated Employees:**

Any salaried employee that is among the top 10% highest paid employees of the District may be denied restoration if:

- 1) the denial is necessary to prevent substantial and grievous economic injury to the District;
- 2) the District notifies the employee upon determining that such injury would occur; and
- 3) in any case where leave has commenced, the employee elects not to return to employment after receiving such notice.

**Maintenance of Health Benefits:**

The District shall maintain coverage of an employee’s “group health plan” during the duration of the employee’s leave.

The District may recover premiums paid for maintaining an employee’s group health plan during leave if the employee fails to return to work after the expiration of his/her leave for reasons other than:

- 1) the continuation, recurrence or onset of a serious health condition; or
- 2) other uncontrollable circumstances.

If an employee’s failure to return to work is a result of the continuation, recurrence or onset of a serious health condition, the District may require the employee provide certification to the District.

The required certification shall be sufficient if it states that a serious health condition prevented employee from performing his/her job or that the employee is needed for the care of a child, spouse or parent on the date that the leave of the employee expired.

### **PROHIBITED ACTS**

The District may not interfere with, restrain, deny the exercise of, or discriminate against any individual attempting to exercise any right or opposing any unlawful practice under these Acts.

No person may discriminate against or discharge any individual acting in any proceeding instituted under these Acts.

**ATTACHMENT B**

**TENTATIVE AGREEMENT**

**REGARDING**

**195-DAY RULE AND EDUCATION CODE SECTION 45103**

ORIGINAL

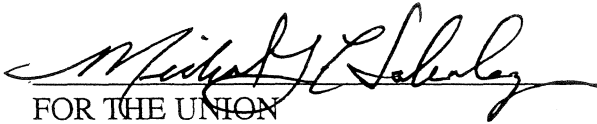
TENTATIVE AGREEMENT  
BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790

*195-Day Rule and Education Code Section 45103*

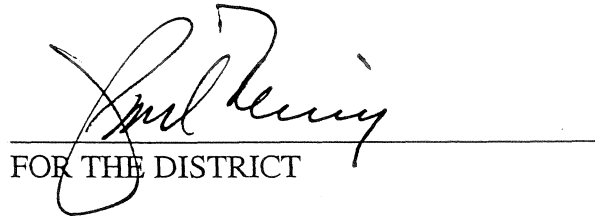
*December 4, 1998*

The Sacramento City Unified School District, hereinafter the "District," and Service Employees International Union, Local 790, hereinafter the "Union," have reached the following tentative agreement:

1. The parties agree to add a new Section 1.8 and an exhibit to the collective bargaining agreement delineating the 195-day rule and its application as outlined in the attached Side Letter of Agreement.
2. This Tentative Agreement is subject to and contingent upon ratification by the Board of Education and the membership of SEIU, Local 790.

  
FOR THE UNION

12/04/98  
DATE

  
FOR THE DISTRICT

12/04/98  
DATE

The attached Tentative Agreement between Sacramento City Unified School District and SEIU, Local 790, was approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by the Sacramento City Unified School District.

\_\_\_\_\_  
Dr. Jim Sweeney, Ed.D., Superintendent  
Sacramento City Unified School District

**Proposed Article No. 1, Section 1.8**

**Substitute and Temporary Employees.**

As provided in Education Code section 45103, substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of the school year shall not be part of classified service.

“Seventy-Five percent (75%) of the school year” means one hundred ninety-five (195) working days, including holidays, sick leave, vacation and other leaves of absence, irrespective of the number of hours worked.

Any substitute or short-term employee who works seventy-five percent (75%) or more of a school year shall become part of the classified service according to the provisions of the Side Letter of Agreement attached and incorporated by reference herein as part of this Agreement (see Attachment \_\_\_\_).

**SIDE LETTER OF AGREEMENT**  
BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790

***195-Day Rule: Education Code Section 45103***

A dispute has arisen between the Sacramento City Unified School District, hereinafter the "District," and the Service Employees International Union, (SEIU) Local 790, hereinafter "Union," regarding the interpretation and application of Section 2.5, 2.8, 2.9, 14.3.1 of the contract and Education Code § 45103. The District and the Union have agreed to execute this Letter of Agreement regarding the future application of the above-referenced provisions (more commonly referred to as the "195-day Rule").

The District and the Union agree to the application of the "195-day Rule" as follows:

1. Any long-term temporary<sup>1</sup>, long-term substitute<sup>2</sup>, short-term temporary<sup>3</sup>, or short-term substitute<sup>4</sup> employee who works for the District, irrespective of the number of hours worked per day, for more than 194 working days, including holidays, sick leave, vacation and other paid leaves of absences, within one school year<sup>5</sup>, shall become a probationary classified employee of the District, as outlined herein. A break in service will not effect the calculation of number of working days for purposes of determining classified status.
2. If a long-term temporary, long-term substitute, short-term temporary, or short-term

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1

Section 2.5 defines a long-term temporary employee as: "any person who is employed to perform a service for the District for a limited term of employment of not less than six (6) months nor more than 194 days, including legal holidays, board granted holidays, and earned vacation, and whose service is not anticipated to continue beyond this time."

2

Section 2.8 defines a long-term substitute employee as: "a person who is employed to fill a regular, board-authorized position due to the absence of a regular employee for a period of not less than six (6) months nor more than 194 days, including holidays, board granted holidays, and earned vacation."

3

Section 2.6 defines a short-term temporary employee as: "any person who is employed to perform a service for the District for a period of less than six (6) months, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis."

4

Section 2.7 defines a short-term substitute employee as: "a person who is employed to fill a regular, Board-authorized position due to the absence of a regular employee for a period of less than six (6) months."

5

A school year is designated as beginning July 1 and ending June 30.

substitute employee, whose service is performed at the same school or site with the same immediate supervisor, is appointed as a probationary employee to the same position, or to another position in the same class, the time served in the position shall be counted in computing the completion date of the probationary period<sup>6</sup>, provided there is no break in service.

3. Any permanent classified employee who assumes the responsibilities of another position of a different classification or who is on a "limited term assignment"<sup>7</sup> who works more than 194 days, including, but not limited to, holidays, board granted holidays, earned vacation and any paid leave of absence, shall, if all other conditions of the contract are met, be entitled to, among other contract rights, out-of-class pay in accordance with § 6.6 of the Contract. However, a permanent classified employee who assumes the responsibilities of another position in a different classification or who is on a "limited term assignment" for more than 194 days does not acquire any rights to that position nor any rights to such a position in that classification.
4. Both parties agree that the above interpretation of the Contract and Education Code is consistent with the Contract and current practice of the District. Both parties desire to have this agreement establish precedent and be binding against each party.

### **Application of the 195-Day Rule**

A number of issues have arisen regarding the application of the "195-Day Rule" as outlined above. The following hypothetical is intended to clarify those issues and outline the mutual understanding and agreement between the parties regarding the application of the 195-Day Rule. Following the hypothetical are the issues raised therein and the mutually agreed upon resolution and rules relied upon in arriving at the resolution. The hypothetical is for example only and is not intended to limit the applicability of the rules outlined herein to the facts stated therein.

### **Hypothetical Situation**

On October 1, 1997, the District hired employee "A" as a short-term temporary employee<sup>8</sup> to assist the payroll technicians in the District administrative office. Employee "A" is paid as a temporary employee and does not accrue vacation or sick leave credits. In addition, employee "A" is excluded

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6

Section 14.3.1 defines the probationary period for classified employees to be one (1) year from date of hire as a probationary employee.

7

Section 2.9 defines a limited term assignment to mean: "a permanent or probationary employee who is transferred to a position of limited duration or replaces another employee on leave of absence, the employee retains his/her basic employment classification during the course of such assignment."

8

Section 2.6 of the Contract defines a "short-term temporary employee" as "any person who is employed to perform a services for the District for a period of less than six (6) months, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis."

from the Office-technical bargaining unit (see exclusion under Section 1.3.5.2.1). Employee "A" works (at the same site and under the same supervisor) beyond the six (6) months for which he/she was hired and continues to work more than seventy-five (75%) percent of the 1997-98 school year (i.e., more than 194 working days) thereby becoming a probationary classified employee of the District (see Section [1] above).

### **Resolution**

The above hypothetical raises the following issues, which the parties agree shall be resolved utilizing the following rules:

- A. Does employee "A" become a permanent employee of the District upon completion of 195 working days of service?

*Answer: No. Employee "A," , upon working more than seventy-five (75%) percent of the school year defined (defined as 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of the number of hours worked per day--Education Code Section 45103) becomes part of the classified service as a probationary employee. (See Letter of Agreement dated August 5, 1997 attached to the Master Contract as Attachment E). Employee "A" shall become a permanent employee only after completing the probationary period. ( See Section 14.3.1 of the Contract).*

- B. What classification and hours will employee "A" be assigned upon becoming a probationary employee of the District?

*Answer: Employee "A" shall become a probationary employee of the District, as outlined above, in the classification and with the hours and work vacation group that the employee is assigned (excluding overtime and extra assignment work) on the 195<sup>th</sup> day of service, provided that the employee worked in the same classification, hours and work vacation group during the entire 195 days and there exists a vacancy in this classification, hours, and work vacation group. If there is more than one vacancy, the employee shall be allowed to select the vacancy he/she would like to fill.*

*If the employee has worked in different assignments during the course of his/her 195 days of service, then the employee shall be placed in the classification, hours and work vacation group for which the employee had the greatest length of service (working days only--not hours) during his/her 195 days of service, assuming there is a vacancy in this classification, hours and work vacation group. If there is more than one vacancy then the employee shall be allowed to select which vacancy he/she would like to fill.*

*In either of the above two scenarios, if there is no vacancy in the classification, hours and work vacation group to which the employee has rights, then the employee shall be subject to layoff. The employee shall be allowed to exercise any "bumping rights" he/she may have under Contract or board policy. Nothing contained herein shall interfere with the District's right to discipline or release a probationary employee.*



- C. What if employee "A" had been hired to work as a short-term or long-term substitute employee in an "encumbered" position (i.e., a regular employee of the District has return rights to the position) and work more than seventy-five (75%) percent of the school year?

*Answer: Employee "A" would become a probationary classified employee in an encumbered position (an "encumbered" position is a position for which a probationary or permanent employee of the District has return rights), upon completing 195 working days within one school year. Upon return of the employee with rights to the position, Employee "A" shall first be assigned to regular vacancies in the classification, hours and work vacation group to which he/she has become a probationary employee. If no vacancy exists, then the employee shall be subject to layoff. Nothing contained herein shall interfere with the District's right to discipline or release a probationary employee.*

- D. If employee "A" completes the probationary period in accordance with Section 14.3.1 of the Contract and becomes a permanent employee, is he/she entitled to sick leave and vacation accrual for his/her probationary period?

*Answer: Yes. Employee "A" will be credited with vacation and sick leave credits for the time spent in the position as a probationary classified employee. In the situation where the employee has served in multiple positions before working more than seventy-five (75%) percent of the school year, after the employee received a probationary classified employee assignment (as determined in Section [2] above) he/she will be credited with vacation and sick leave for that portion of the school year that will be credited toward permanency under 14.3.1. (see Section 14.3.1).*

- E. What other benefits and/or obligations would employee "A" be entitled to under the Contract?

*Answer: Employee "A," upon working more than seventy-five (75%) percent of the school year will become a probationary classified employee also becomes a member of the bargaining unit and is subject to Union dues. Employee "A" will be required to contribute back dues for his/her probationary period.*

*In addition, if the employee's position qualifies, the employee shall be entitled to PERS contributions. If the employee chooses to make up the PERS contributions, the District will also make the appropriate contribution for the employee's probationary period provided that employee shall also be required to pay his/her share of the contribution to PERS for his/her probationary period.*

*Any employee Union dues and/or PERS contributions due shall be deducted from the employee's check(s) in accordance with Section 6.12 (which shall be redrafted by mutual agreement of the parties--If 6.12 is not redrafted by agreement of the parties the employee shall pay both dues or PERS contributions out of the next six (6) regularly scheduled pay rolls).*

*If the position to which the employee becomes a probationary employee (see Section [B]*

above) is a "benefitted position" under the Contract, then the employee shall be entitled to health benefits effective the first day of the month following the month in which the employee completed his/her 195<sup>th</sup> day of service within the school year.

- F. Will employee "A" be credited with the time he/she worked as a temporary employee before becoming a probationary employee for purposes of District seniority?

*Answer: Yes. Any time that is credited to the employee under Section 14.3.1 for purposes of calculating the completion of the employee's probationary one year period will also be counted toward the employee's district seniority. Therefore, if an employee served in multiple positions before working more than seventy-five (75%) percent of the school year (i.e., more than 194 working days) he/she shall only be credited for purposes of permanency and seniority with the time spent in the position for which the employee became a probationary classified employee, assuming there was no break in service.<sup>9</sup> (See Section [B] above).*

- G. What evaluation is employee "A" entitled to under Article 14?

*Answer: If an employee becomes a permanent classified employee of the District as described herein, the employee by definition will have missed his/her first probationary evaluation. The parties recognize this and expressly waive Section 14.3 et. seq. requiring a pre-evaluation conference and a first probationary evaluation by the end of the employee's first ninety (90) days of employment. Moreover, the parties agree that the second and final probationary evaluation for probationary employees as described herein shall be completed no later than sixty (60) days after the end of the employee's probationary period. Furthermore, the parties recognize that the District's failure to evaluate a probationary employee shall in no way impair the District's right to discipline, dismiss, or release a classified employee.*

- H. What date will the District use for purposes of calculating continuous years of service for such benefits as retiree health benefits?

*Answer: For purposes of calculating continuous years of service for such benefits as retiree benefits, the District will use the same date it is using for purposes of determining completion of the probationary period (i.e., the period of time that is credited toward completion of the probationary year under 14.3.1). Assuming the employee worked at the same site and under the same supervisor and had no break in service before becoming a default probationary employee, the District will use the employee's first date of service to*

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*Under Section 2.20 of the Contract "district seniority" is defined to mean "the total time of service with the District including all job classifications commencing with the employee's date of hire into a probationary or permanent position, as provided in Article 14, Section 3.2 of [the Contract] including all time spent in paid status (vacation, holidays, sick leave, etc.) authorized unpaid leaves of less than thirty (30) days, and time spent on unpaid leaves for union business, excluding any service which ended in termination if the employee was not rehired within one (1) year after termination."*

*calculate both completion of the probationary period and to determine whether the employee has had a given number of continuous years of service. If the employee has worked at different sites and/or under different supervisors and/or had a break in service before becoming a default probationary employee, then the District will use the day the employee started working in the classification to which he/she became a default probationary employee, assuming the employee continued to work at the same it under the same supervisor and without a break in service.*

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# **ATTACHMENT C**

## **TENTATIVE AGREEMENT**

### **REGARDING**

### **7-HOUR GUARANTEE**

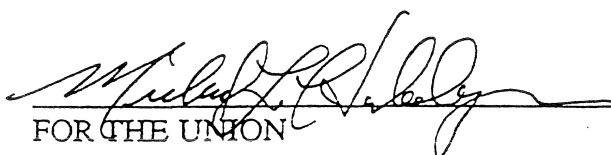
TENTATIVE AGREEMENT  
BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790

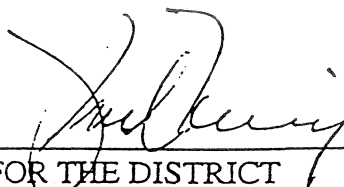
*7-Hour Guarantee*

*March 31, 1999*

The Sacramento City Unified School District, hereinafter the "District," and Service Employees International Union, Local 790, hereinafter the "Union," have reached the following tentative agreement to revise the following article and sections as follows:

1. The parties agree to amend or modify all sections of the collective bargaining agreement as indicated on the attached version which is incorporated by reference herein.
2. This Tentative Agreement is subject to and contingent upon ratification by the Board of Education and the membership of SEIU, Local 790.

  
\_\_\_\_\_  
FOR THE UNION

  
\_\_\_\_\_  
FOR THE DISTRICT

04/05/99  
\_\_\_\_\_  
DATE

4-2-99  
\_\_\_\_\_  
DATE

The attached Tentative Agreement between Sacramento City Unified School District and SEIU, Local 790, was approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by the Sacramento City Unified School District.

\_\_\_\_\_  
Dr. Jim Sweeney, Ed.D., Superintendent  
Sacramento City Unified School District

Matrix of Benefits  
"7 Hour Guarantee"

Classification or group of employees effected	12 month full-time employee <sup>1</sup>	11 month full-time employee	12 month part-time employee <sup>3</sup>	11 month part-time employee
Operations-Support Services bargaining unit (excluding Custodians)	8 floating paid days <sup>2</sup> off per fiscal year.	3 ½ paid days during the Winter Break.	A pro-rata share of 8 floating paid days off.	A pro-rata share of 3 ½ days during the Winter Break.
Custodians	4 floating paid days <sup>4</sup> ; 3 ½ paid days during the Winter Break; and ½ paid day the Thursday before Spring Break.	3 ½ paid days during the Winter Break.	A pro-rata share of the benefits of the 12 month full-time employee.	A pro-rata share of 3 ½ days during the Winter Break.
All Other Classified Employees	3 ½ paid days during the Winter Break; and ½ paid day the Thursday before Spring Break; and 6 professional growth units. <sup>5</sup>	3 ½ paid days during the Winter Break.	A pro-rata share of the 3 ½ paid day during the Winter Break.	A pro-rata share of 3 ½ days during the Winter Break.

Notes:

1. *July 4/6/99*  
An "eligible employee" is an employee of the District who was hired before July 1, 1999. All employees hired *on or after* July 1, 1999 will work a full work day (i.e., 8 hours) without any of the benefits defined herein. The new employee's work calendar shall be adjusted accordingly. The parties agree to modify the 12 month work year of the "Layoff Procedures" to 239 + days.
2. The "floating paid days" shall not be considered compensatory time off or vacation. These days will not accumulate from year to year and cannot be cashed out upon retirement or separation from the District. These days must be scheduled with advance notification and approval consistent with the practice under Section 11.4 of the contract — the operational needs of the site or administrative unit will be a consideration in scheduling.

3. An eligible "part-time" employee shall be any employee hired before July 1, 1999, that was receiving a pro-rata share of the "7 hour guarantee" under Section 9.19.1 of the contract. The part-time employees shall be eligible for a pro-rata share of the benefits for that classification and work year.
4. For Custodians, the 4 floating paid days have the same restrictions and limitations listed under note #[2] above.
5. The professional growth units shall be added to the employees professional growth count on or before the next application cycle as determined by the contract and shall be effective on July 1, 1999. The addition of these units shall not effect the annual cap (e.g., the employee may add up to 12 units for the year) nor the maximum cap on units.
6. Adult Ed, Child Care, Multi-Track, etc.: Those eligible employees who are entitled to receive 3 ½ paid days at Winter Break or ½ day at Spring Break as outlined above that work at a site or administrative unit that will not close down during the Winter Break or Spring Break will be allowed to float the 3 ½ paid days and one paid ½ day across their work year. Any floating days will have the same restrictions and limitations listed under note #[2] above.
7. Employees shall continue to work the 7 hour day until July 1, 1999, at which time all employees shall begin working 8 hour days and shall receive the benefits of the program outlined herein.
8. The Operations Support bargaining unit consists of those classifications as outlined in Article 1, Section 1.3.4 of the contract between the parties.
9. If an employee changes classification during the school year which changes the benefits outlined herein the process for making this change shall be discussed in the committee set forth below.

#### 7 Hour Day Committee:

Although the impact and logistics of implementation of the benefits outlined herein have been explored during negotiations, the parties recognize that issues and questions may arise regarding implementation that have not been addressed in advance. There shall be a six (6) member committee to effectuate the intent of the parties in negotiating this benefit. The committee shall consist of three (3) District representative and three (3) Union representatives. Either party may call the committee by sending written notification to the other. The committee's charge shall be to address issues and questions surrounding implementation only.

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## **ATTACHMENT D**

### **Tentative Agreement Regarding AB 1974 And PERS**



Memorandum of Understanding  
Between  
Sacramento City Unified School District  
And  
Service Employees International Union, Local 790

TA  
SEIU  
4-30-03  
4-30-03

During Negotiations of Spring 2003, the parties agreed to form a committee to review potential changes/options for the Public Employees' Retirement System (PERS). The parties recognize that any change(s) with respect to PERS must include all **SEIU covered** classified employees. Therefore, it is agreed the following shall occur:

After July 1, 2003, but no later than December 31, 2003 (or six months after PERS provides the actuarial tables), three members of SEIU shall meet with three District representatives to review new PERS options based upon recent legislation, new actuarial tables and financial implications. A report to each committee's bargaining team shall occur no later than September 30, 2004.

Should the above review indicate that further discussion with other bargaining units is deemed appropriate, the District will schedule a meeting with **designated SEIU** classified union leaders no later than October 1, 2004.

It is agreed that the review, discussions, and potential recommendation(s) **may be** included in future negotiations as they **could** impact compensation related matters.

\_\_\_\_\_  
SCUSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
SEIU

\_\_\_\_\_  
Date

## **ATTACHMENT E**

### **LOA for 9, 10, and 11 Month Non Single Track Employee Paychecks**

**ADDENDUM**  
To the  
Letters of Agreement of June 1, 2000,  
July 9, 2001, & May 23, 2002  
Sacramento City Unified School District  
And  
Service Employees International Union, Local 790

**Concerning Twelve (12) Monthly Paychecks for Non Single-Track Employees**

**RECITAL**

The Sacramento City Unified School District, hereinafter the "District," and the Service Employees International Union (SEIU), Local 790, hereinafter the "Union," also jointly referred to as the "Parties," hereby agree to the following with respect to cease the practice of employees receiving twelve (12) paychecks when they are not twelve (12) month employees, and when they do not work at a single-track school.

SEIU expressed a legitimate concern about the potential impact of 9, 10 & 11 month employees, who do not work at a year round site, receiving less than twelve (12) paychecks a school year. Both parties agree that adequate notice to the impacted employees is necessary. The District was responsive to the concerns brought forward by SEIU and the parties have agreed to the terms listed below.

1. All SEIU employees, who are not on a single-track calendar, who have work calendars that are less than twelve (12) months will begin receiving a greater or fewer number of checks than the number of months they work effective the 2004-2005 school year. This will be based on the number of days they work in the month they return for the school year. These employees shall continue to receive twelve (12) paychecks from July 1, 2003 through June 30, 2004. The amount of each paycheck will be based on the status of each employee, i.e. 12 months 11 months or 10 months.
2. Beginning in the 2004/2005 school year, if an employee's work calendar requires them to work less than half of the number of working days in their first work month, they will receive their first paycheck the following month. If an employee's work calendar requires them to work more than half of the number of working days in their first work month, they will receive a paycheck at the end of their first working month.
3. The District will post an announcement of this agreement to extend the implementation of the paycheck change.

4. The Union agrees to publicize the agreement as well, by whatever means the Union deems appropriate
5. This agreement is subject to modification through mutual agreement of the parties.
6. This agreement shall not be used to reference, amend or to interpret language in the current District/Union CBA.

Sam Bernard  
For the Union

8/5/03  
Date

Brad Lewis  
For the District JSB

8/5/03  
Date

LOA/Addendum 9,10,11, non YRE

## **ATTACHMENT F**

### **MOU for Summer and Intercession Pay for 9, 10, and 11 Month Employees**

## MEMORANDUM OF UNDERSTANDING

BETWEEN THE  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION REGARDING  
Summer Pay for Permanent 9,10, and 11 Month Employees  
Grievance #02/03-2L

The Sacramento City Unified School District, hereinafter the "District," and the Service Employees International Union (SEIU), Local 790, hereinafter the "Union," also jointly referred to as the "Parties".

### RECITALS

There is no negotiated agreement or District policy regarding permanent employees who work on a 9, 10, or 11 month basis, and the appropriate compensation for those who work temporarily or, on a per diem payroll during the summer or intercession. To resolve disputes over the specifics of summer / intercession pay for these permanent employees, the following terms have been agreed to.

This agreement was reached in the interest of promoting harmonious labor relations. It is non-precedential and its *terms are not agreed to based on the merits* of SEIU's complaint. The terms of this agreement shall not be used to interpret contract language of the District/union CBA.

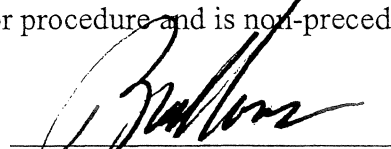
The terms and conditions are as follows:

1. Permanent 9,10 and 11 month employees who work per diem or temporarily in a summer position shall receive pay for the July 4 holiday. Those permanent 9, 10, and 11 month employees who work a temporary intercession position shall receive holiday pay such as Veteran's Day.
  - 1.1 This agreement will cover July 4 pay or Nov. 11 pay for 2002 (and pay in the future); provided the employee worked either the day before or the day after the holiday. Accrual of vacation and sick leave will not occur until the summer of 2003; if worked by any permanent 9,10 or 11 month SEIU represented employee.
2. Permanent 9,10 and 11 month employees who work temporarily in a summer position shall accrue vacation on a pro rata basis.
  - 2.1 Vacation shall be accrued, and vacation shall not be used during the temporary summer or intercession employment.

- 2.2 Accrued vacation shall be paid to the employee, and not accrued for use.  
The pay for the vacation shall be prorated over their work calendar school year
3. This agreement is effective as of July 1, 2002. It will remain in effect unless amended or deleted through notice and negotiations with SEIU.
4. In consideration of the terms and conditions of this Agreement, the Union shall dismiss any existing grievance, claim, complaint, action or charge with prejudice, and shall not file any other grievance, claim, complaint, action or charge against the District concerning this issue.
5. The remaining issues of permanent 9, 10, and 11 month employees working in other classifications during the summer or intersession and their step placement in the classification shall be referred to the current successor contract negotiations, as well as the use of sick leave during temporary summer or intersession work.
6. This MOU shall not be construed as an interpretation of any provision(s) of the District / Union CBA, or other rule, policy or procedure and is non-precedential.

  
For the union

1-30-03  
Date

  
For the District

1/30/03  
Date